

<i>SERFF Tracking Number:</i>	<i>ELAS-126224911</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43082</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Accumulator Variable Annuity 1.0</i>		
<i>Project Name/Number:</i>	<i>2010DP /Accumulator Variable Annuity 1.0</i>		

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Accumulator Variable Annuity 1.0
 SERFF Tr Num: ELAS-126224911 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable
 SERFF Status: Closed-Approved-Closed State Tr Num: 43082

Sub-TOI: A02.11.002 Flexible Premium
 Co Tr Num: State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Author: Disposition Date: 08/04/2009

Date Submitted: 07/30/2009 Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: 2010DP

Project Number: Accumulator Variable Annuity 1.0

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/04/2009

Explanation for Other Group Market Type:

State Status Changed: 08/04/2009

Deemer Date:

Created By: Allison LaChapelle

Submitted By: Allison LaChapelle

Corresponding Filing Tracking Number:

SERFF Tracking Number: ELAS-126224911 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 43082
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator Variable Annuity 1.0
Project Name/Number: 2010DP /Accumulator Variable Annuity 1.0

Filing Description:

Please see attached Filing letter

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President greg.prato@axa-equitable.com
1290 Avenue of the Americas, 14th Floor 212-314-5710 [Phone]
New York, NY 10104 212-314-3380 [FAX]

Filing Company Information

AXA Equitable Life Insurance Company CoCode: 62944 State of Domicile: New York
1290 Avenue of the Americas, 14-10 Group Code: 968 Company Type: LIFE Insurance
New York,, NY 10104 Group Name: State ID Number:
(212) 314-2921 ext. [Phone] FEIN Number: 13-5570651

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: DOI filing fee s \$ 50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$50.00	07/30/2009	29547641

SERFF Tracking Number: ELAS-126224911 State: Arkansas

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/04/2009	08/04/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/31/2009	07/31/2009	Allison LaChapelle	08/03/2009	08/03/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Filing Letter	Allison LaChapelle	07/30/2009	07/30/2009

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<i>Project Name/Number:</i>	<i>2010DP /Accumulator Variable Annuity 1.0</i>		

Disposition

Disposition Date: 08/04/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-126224911 State: Arkansas

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TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator Variable Annuity 1.0

Project Name/Number: 2010DP /Accumulator Variable Annuity 1.0

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variable Text Memorandum		Yes
Supporting Document	Certificate of Compliance		Yes
Supporting Document (revised)	Filing Letter		Yes
Supporting Document	Filing Letter	Replaced	Yes
Supporting Document	Filing Letter	Replaced	Yes
Form	Flexible Premium Deferred Fixed and Variable Annuity Contract		Yes
Form	Base Data Pages		Yes
Form	Inherited IRA DP		Yes
Form	CWC Waiver Data Page		Yes
Form	Product Level Data Pages		Yes
Form	Product Level Data Pages		Yes
Form	Product Level Data Pages		Yes
Form	Product Level Data Pages		Yes
Form	GMIB Rider Hybrid		Yes
Form	"Greater of " Death Benefit rider		Yes
Form	Annual Ratchet Death Benefit Rider		Yes
	Annual Ratchet to age [85] GMDB		
Form	Return of Principal Death Benefit Rider		Yes
Form	Endorsement Applicable To Guaranteed Benefit Investment Options		Yes
Form	Endorsement Applicable to Special Money Market Dollar Cost Averaging		Yes
Form	Endorsement Applicable to Guaranteed Interest Special Dollar Cost		Yes
Form	Endorsement Applicable to Credits Applied to Annuity Account Value		Yes
Form	Endorsement Applicable to Non-Qualified Contracts		Yes
Form	Endorsement Applicable to IRA Contracts		Yes
Form	Endorsement Applicable to Roth IRA Contracts		Yes

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<i>Product Name:</i>	<i>Accumulator Variable Annuity 1.0</i>
<i>Project Name/Number:</i>	<i>2010DP /Accumulator Variable Annuity 1.0</i>

Form	Endorsement Applicable to Defined Benefit Qualified Plans	Yes
Form	Endorsement Applicable to Defined Contribution Qualified Plans	Yes
Form	Enrollment Form/Application B Share	Yes
Form	Enrollment Form/Application B Share	Yes
Form	Enrollment Form/Application C Share	Yes
Form	Enrollment Form/Application C Share	Yes
Form	Enrollment Form/Application L Share	Yes
Form	Enrollment Form/Application L Share	Yes
Form	Enrollment Form/Application Extra Credit	Yes
Form	Enrollment Form/Application Extra Credit	Yes

SERFF Tracking Number: ELAS-126224911 State: Arkansas
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Variable and Variable
Product Name: Accumulator Variable Annuity 1.0
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/31/2009
Submitted Date 07/31/2009
Respond By Date 09/01/2009

Dear Gregory Prato,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health Guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance what Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 43082
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator Variable Annuity 1.0
Project Name/Number: 2010DP /Accumulator Variable Annuity 1.0

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/03/2009
Submitted Date 08/03/2009

Dear Linda Bird,

Comments:

Thank you for your objection letter of July 31, 2009.

Response 1

Comments: We have reviewed Bulletins 6-87 and 11-88 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

With respect to the requirements of Regulation 19s 10B attached you will find a compliance certification.

We have also reviewed Arkansas Regulation 6 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with the provisions of such Regulation.

In addition to the above, we hereby assurance that we comply with regulation 49.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health Guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance what Regulation 6 has been reviewed and that the company is in compliance.

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Company Tracking Number:
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Variable and Variable
Product Name: Accumulator Variable Annuity 1.0
Project Name/Number: 2010DP /Accumulator Variable Annuity 1.0

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certificate of Compliance

Comment: Please see attaches Certificate of Compliance.

Satisfied -Name: Filing Letter

Comment: Please see attached revised Filing Letter.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

SERFF Tracking Number: ELAS-126224911 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 43082
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator Variable Annuity 1.0
Project Name/Number: 2010DP /Accumulator Variable Annuity 1.0

Amendment Letter

Submitted Date: 07/30/2009

Comments:

Please see attached revised filing letter.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Filing Letter

Comment: Please see attached Filing Letter.

AR - 07-30-09.pdf

SERFF Tracking Number: ELAS-126224911 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 43082

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator Variable Annuity 1.0

Project Name/Number: 2010DP /Accumulator Variable Annuity 1.0

Form Schedule

Lead Form Number: 2010BASE-I-A

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	2010BASE-I-A	Policy/Contract/Fratern al Variable Annuity Certificate Contract	Initial		0.000	1.0 Series Contract 2010BASE-I-A Final.pdf
	2010DP	Data/Declaration Pages	Initial		0.000	Data Page - Ind - Base DPs Final _Contract_Rev.pdf
	2010DPBCO	Data/Declaration Pages	Initial		0.000	Data Page - Ind - Inh IRA & Non-Sp Bene Dir Rollover BCO - 1.0 _Contract-Cert_Final.pdf
	2010DPWVR	Data/Declaration Pages	Initial		0.000	2010DPWVR.pdf
	2010DPBS hr	Data/Declaration Pages	Initial		0.000	2010DPBS hr.pdf
	2010DPCS hr	Data/Declaration Pages	Initial		0.000	2010DPCS hr.pdf
	2010DPExC	Data/Declaration Pages	Initial		0.000	2010DPExC.pdf
	2010DPLS hr	Data/Declaration Pages	Initial		0.000	2010DPLS hr.pdf
	2010GMIB-H-I	Policy/Contract/Fratern	Initial		0.000	Rider - Gen - Ind -

SERFF Tracking Number:	ELAS-126224911	State:	Arkansas
Filing Company:	AXA Equitable Life Insurance Company	State Tracking Number:	43082
Company Tracking Number:			
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	Accumulator Variable Annuity 1.0		
Project Name/Number:	2010DP /Accumulator Variable Annuity 1.0		
	al		2010GMIB-H-
	Certificate:		I _for
	Amendmen		Individual
	t, Insert		Contract_.pdf
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	Endorseme		
	nt or Rider		
2010GMDB	Policy/Cont "Greater of " Death	Initial	0.000
OPR-I	ract/Fratern Benefit rider		Rider - Gen -
	al		Ind -
	Certificate:		2010GMDBO
	Amendmen		PR-I
	t, Insert		_forIndividual
	Page,		Contract_.pdf
	Endorseme		
	nt or Rider		
2010GMDB	Policy/Cont Annual Ratchet	Initial	0.000
AR-I	ract/Fratern Death Benefit Rider		Rider - Gen -
	al Annual Ratchet to		Ind -
	Certificate: age [85] GMDB		2010GMDBA
	Amendmen		R-I _for
	t, Insert		Individual
	Page,		Contract_.pdf
	Endorseme		
	nt or Rider		
2010GMDB	Policy/Cont Return of Principal	Initial	0.000
ROP-I	ract/Fratern Death Benefit Rider		Rider - Gen -
	al		Ind - ROP
	Certificate:		GMDB Rider-
	Amendmen		2010GMDBR
	t, Insert		OP-I _for
	Page,		Individual
	Endorseme		Contract_.pdf
	nt or Rider		
2010GOA-I	Policy/Cont Endorsement	Initial	0.000
	ract/Fratern Applicable To		Endorsement
	al Guaranteed Benefit		- Gen - Ind -
			2010GOA

SERFF Tracking Number:	ELAS-126224911	State:	Arkansas
Filing Company:	AXA Equitable Life Insurance Company	State Tracking Number:	43082
Company Tracking Number:			
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	Accumulator Variable Annuity 1.0		
Project Name/Number:	2010DP /Accumulator Variable Annuity 1.0		

	Certificate: Investment Options		_for Individual
	Amendmen		Contract_.pdf
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	Endorseme		
	nt or Rider		
2010MMD	Policy/Cont Endorsement	Initial	0.000
CA-I	ract/Fratern Applicable to Special		Endorsement
	al Money Market Dollar		- Gen - Ind -
	Certificate: Cost Averaging		2010
	Amendmen		MMSDCA
	t, Insert		_for Individual
	Page,		Contract_.pdf
	Endorseme		
	nt or Rider		
2010SDCA	Policy/Cont Endorsement	Initial	0.000
-I	ract/Fratern Applicable to		Endorsement
	al Guaranteed Interest		- Gen - Ind -
	Certificate: Special Dollar Cost		2010 SDCA-
	Amendmen		GIA
	t, Insert		Endorsement
	Page,		_for Individual
	Endorseme		Contract_.pdf
	nt or Rider		
2010TRBN	Policy/Cont Endorsement	Initial	0.000
S-I	ract/Fratern Applicable to Credits		Endorsement
	al Applied to Annuity		- Gen - Ind -
	Certificate: Account Value		2010TRBNS
	Amendmen		Endorsement
	t, Insert		_for Individual
	Page,		Contract_.pdf
	Endorseme		
	nt or Rider		
2010NQ-	Policy/Cont Endorsement	Initial	0.000
ACC-I	ract/Fratern Applicable to Non-		Endorsement
	al Qualified Contracts		- Gen - Ind -
	Certificate:		2010NQ-ACC
			Endorsement

<i>SERFF Tracking Number:</i>	<i>ELAS-126224911</i>	<i>State:</i>	<i>Arkansas</i>
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	Amendmen			_for Individual
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	Endorseme			
	nt or Rider			
2010IRA-I	Policy/Cont Endorsement	Initial	0.000	Endorsement
	ract/Fratern Applicable to IRA			- Gen - Ind -
	al Contracts			2010IRA-I
	Certificate:			_for Individual
	Amendmen			Contract_.pdf
	t, Insert			
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	Endorseme			
	nt or Rider			
2010ROTH-I	Policy/Cont Endorsement	Initial	0.000	Endorsement
	ract/Fratern Applicable to Roth			- Gen - Ind -
	al IRA Contracts			2010ROTH
	Certificate:			_for Individual
	Amendmen			Contract_.pdf
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			
2010QP-DB-I	Policy/Cont Endorsement	Initial	0.000	Endorsement
	ract/Fratern Applicable to Defined			- Gen - Ind -
	al Benefit Qualified			2010QP-DB
	Certificate: Plans			_for Individual
	Amendmen			Contract_.pdf
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	Page,			
	Endorseme			
	nt or Rider			
2010QP-DC-I	Policy/Cont Endorsement	Initial	0.000	Endorsement
	ract/Fratern Applicable to Defined			- Gen - Ind -
	al Contribution			2010QP-DC
	Certificate: Qualified Plans			_for Individual
	Amendmen			Contract_.pdf

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2010 App 01 B	Application/ Enrollment Enrollment Form/Application B Form Share	Initial	0.000	Application - Gen -2010 App 01 B Rev.pdf
2010 App 02 B	Application/ Enrollment Enrollment Form/Application B Form Share	Initial	0.000	Application - Gen -2010 App 02 B Rev.pdf
2010 App 01 C	Application/ Enrollment Enrollment Form/Application C Form Share	Initial	0.000	Application - Gen -2010 App 01 C Rev.pdf
2010 App 02 C	Application/ Enrollment Enrollment Form/Application C Form Share	Initial	0.000	Application - Gen -2010 App 02 C Rev.pdf
2010 App 01 L	Application/ Enrollment Enrollment Form/Application L Form Share	Initial	0.000	Application - Gen -2010 App 01 L Rev.pdf
2010 App 02 L	Application/ Enrollment Enrollment Form/Application L Form Share	Initial	0.000	Application - Gen -2010 App 02 L Rev.pdf
2010 App 01 X	Application/ Enrollment Enrollment Form/Application Form Extra Credit	Initial	0.000	Application - Gen -2010 App 01 X Rev2.pdf
2010 App 02 X	Application/ Enrollment Enrollment Form/Application Form Extra Credit	Initial	0.000	Application - Gen -2010 App 02 X Rev2.pdf

Owner: [JOHN DOE]

[Applicable for Joint Owner Non-Qualified Contracts only]

Joint Owner:

Contract Number: [00000]

Contract Date: [January 1, 2010]

FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT

Processing Office: [AXA Equitable Life Insurance Company, P.O. Box 1547,
Secaucus, New Jersey 07096-1547]

This is the entire Contract. This Contract is issued in return for the Contributions to be made to us under this Contract. This Contract becomes effective on the Contract Date. The Annuitant and the Owner must be living on the Contract Date.

In this Contract, “we”, “our” and “us” mean AXA Equitable Life Insurance Company. “You” and “your” mean the Owner.

We will provide the benefits and other rights pursuant to the terms of this Contract.

TEN DAYS TO EXAMINE CONTRACT - Not later than ten days after you receive this Contract, you may return it to us. We will cancel it and refund any Contribution you made to us.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock Life insurance company.

Home Office address: [1290 Avenue of the Americas, New York, New York 10104]



Christopher M. Condrón
Chairman and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

The portion of Annuity Account Value held in the Variable Separate Account may increase or decrease in value. The amount of the Annuity Benefit will be equal to the sum of any Fixed Annuity Benefit and any Variable Annuity Benefit. The amount of any Variable Annuity Benefit may increase or decrease depending on the investment experience of the Separate Account.

This Contract consists of the cover page, the succeeding Contract pages, the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsements, and the optional benefit Riders attached and listed in the Data Pages, which describe any optional benefits you elected. This is the entire Contract.

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PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

“Annuitant” means the individual shown as such in the Data Pages, or any successor Annuitant.

SECTION 1.02 ANNUITY ACCOUNT VALUE

“Annuity Account Value” means the sum of the amounts held for you in the Investment Options.

SECTION 1.03 ANNUITY BENEFIT

“Annuity Benefit” means a benefit payable by us as described in Part VII.

SECTION 1.04 BUSINESS DAY

“Business Day” means generally any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to the Owner.

SECTION 1.05 CASH VALUE

“Cash Value” means an amount equal to the Annuity Account Value, less any charges that apply as described in Part VIII and any charges that may apply as described in any applicable Endorsement(s) or Rider(s).

SECTION 1.06 CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the “Code” in this Contract include references to applicable Federal income tax regulations.

SECTION 1.07 CONTRACT

“Contract” means this Contract including the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsement(s), and the optional benefit Rider(s) attached hereto, which describe any optional benefits you elected. This is the entire Contract.

SECTION 1.08 CONTRACT DATE

“Contract Date” means the earlier of: (a) the date on which the Owner is enrolled under the Contract according to our enrollment procedures, or (b) in conjunction with certain exchanges, the date of enrollment under a prior Contract. The Contract Date is shown in the Data Pages.

SECTION 1.09 CONTRACT DATE ANNIVERSARY

A Contract Date Anniversary is the last day of the Contract Year unless otherwise stated in the Data Pages.

SECTION 1.10 CONTRACT YEAR

“Contract Year” means the twelve-month period starting on (i) the Contract Date and (ii) the same date each subsequent year, unless we agree to another period.

SECTION 1.11 CONTRIBUTION

“Contribution” means a payment made to us under the Contract. See Section 3.01.

SECTION 1.12 EMPLOYER

“Employer” means, if applicable, an employer as defined in an Endorsement attached hereto.

SECTION 1.13 INVESTMENT FUND

“Investment Fund” means a trust or other investment company or a separate class (or series) of shares of a specified trust or investment company where each class (or series) represents a separate portfolio in the specified trust or investment company.

SECTION 1.14 INVESTMENT OPTION

“Investment Option” means the Guaranteed Interest Option, a Separate Account, or a Variable Investment Option of a Separate Account.

SECTION 1.15 MATURITY DATE

“Maturity Date” means the date on which the annuity payments described in Part VII are to commence. The Maturity Date is shown in the Data Pages and is based on the original Annuitant’s date of birth.

SECTION 1.16 NON-NATURAL OWNER

“Non-Natural Owner” means an Owner who is not an individual. Benefits thereunder, are determined by the age of the Annuitant. If there is an ownership change under a Contract owned by a Non-Natural Owner to an individual, the original Annuitant or Joint Annuitant, if applicable, continues to determine the benefits under the Contract.

SECTION 1.17 OWNER

“Owner” means the person or entity shown as such on the cover page and in the Data Pages, or any successor owner.

SECTION 1.18 PLAN

"Plan" means a retirement savings plan adopted by an Employer that is intended to meet the requirements for qualification under either Section 401(a) of the Code or 403(b) of the Code.

SECTION 1.19 PRIOR CONTRACT

“Prior Contract” means another contract or certificate issued by us, or one of our affiliates, from which the Owner and we have agreed to transfer amounts to this Contract.

SECTION 1.20 PROCESSING DATE

“Processing Date” is each Contract Date Anniversary. If the Contract Date Anniversary is not a Business Day, then the Processing Date is the first Business Day thereafter.

SECTION 1.21 PROCESSING OFFICE

“Processing Office” means the AXA Equitable Processing office shown on the cover page of this Contract, or such other location we may state upon written notice to you.

SECTION 1.22 SEPARATE ACCOUNT

“Separate Account” means any of the Separate Accounts described or referred to in Sections 2.02 and 2.05 and the Data Pages of this Contract.

SECTION 1.23 TRANSACTION DATE

The Transaction Date is the Business Day we receive at the Processing Office a Contribution or a transaction request providing the information we need. Transaction requests must be in a form acceptable to us.

SECTION 1.24 VARIABLE INVESTMENT OPTION

“Variable Investment Option” means a separate account or a subdivision of a Separate Account available under this Contract. A Variable Investment Option may invest its assets in an Investment Fund.

PART II - INVESTMENT OPTIONS

SECTION 2.01 GUARANTEED INTEREST OPTION

Any amount held in the Guaranteed Interest Option becomes part of the assets in our general account, which supports the guarantees of the Contract and other contracts.

The amount the Guaranteed Interest Option at any time is equal to:

- all amounts that have been allocated or transferred to the Guaranteed Interest Option, plus
- the amount of any interest credited, less
- all amounts that have been withdrawn (including charges) or transferred from such Option.

We will credit the amount held in the Guaranteed Interest Option with interest at effective rates that we set periodically. We will set an annual guaranteed interest rate that will remain in effect for a stated twelve-month period or a calendar year. We will also set a minimum guaranteed interest rate that will be effective for the duration of the Contract. The Data Pages show the initial rate(s) that apply.

We guarantee that any rate so set after your Contract Date will never be less than the lifetime minimum guaranteed interest rate shown in the Data Pages.

SECTION 2.02 SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain such Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of the Separate Account(s) are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support this Contract and other variable annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The Data Pages set forth the Separate Account(s). A Separate Account may be subdivided into Variable Investment Options.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities which arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other liabilities with respect to such Account to another Separate Account or to our general account.

We may, at our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to what investments we may make as law permits.

SECTION 2.03 SEPARATE ACCOUNT ACCUMULATION UNITS AND UNIT VALUES

The amount you have in a Variable Investment Option at any time is equal to the number of Accumulation Units you have in that Variable Investment Option multiplied by the Variable Investment Option's Accumulation Unit Value at that time. "Accumulation Unit" means a unit which is purchased in a Separate Account. "Accumulation Unit Value" means the dollar value of each Accumulation unit in a Separate Account on a given date. (If Variable Investment Options apply as described in Section 2.02, then the terms of this Section 2.03 apply separately to each Variable Investment Option, unless otherwise stated.)

Amounts allocated or transferred to a Separate Account are used to purchase Accumulation Units of that Account. Units are redeemed when amounts are deducted, transferred or withdrawn.

The number of Accumulation Units you have in a Separate Account at any time is equal to the number of Accumulation Units purchased minus the number of Units redeemed in that Account up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Account's Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Separate Account for each Valuation Period. A "Valuation Period" is each Business Day together with any consecutive preceding non-business days. For example, for each Monday which is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

Unless the following paragraph applies, the Accumulation Unit Value for a Separate Account for any Valuation Period is equal to the Accumulation Unit Value for the immediately preceding Valuation Period multiplied by the ratio of values: "(i)" and "(ii)". Value "(i)" is the value of the Separate Account at the close of business at the end of the current Valuation Period, before any amounts are allocated to or withdrawn from the Separate Account in that Period. Value "(ii)" is the value of the Separate Account at the close of business at the end of the preceding Valuation Period, after all allocations and withdrawals were made for that Period. For this purpose, "value of the Separate Account" means the market value or, where there is no readily available market, the fair value of the assets allocated to the Separate Account, as determined in accordance with our rules, accepted accounting practices, and applicable laws and regulations.

To the extent the Separate Account invests in Investment Funds, and the assets of the Investment Funds are invested in a class or series of shares of a specified trust or investment company, the Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Fund on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Fund for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where:

- (a) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the Valuation Period (before taking into account any amounts allocated to or withdrawn from the Variable Investment Option for the Valuation Period and after deduction of investment advisory fees and direct operating expenses of the specified trust or investment company; for this purpose, we use the share value reported to us by the specified trust or investment company);
- (b) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period);
- (c) is the daily Separate Account charges (see Section 8.05) for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.04 AVAILABILITY OF INVESTMENT OPTIONS

Section 3.01 describes how Contributions are allocated among Investment Options based on your election among the available Variable Investment Options. Your election is subject to the following:

- (a) If the Contributions are made pursuant to the terms of a Plan, then Investment Options available may be subject to the terms of such Plan, as reported to us by the Owner.
- (b) The available Investment Options on the Contract Date are shown in the Data Pages. We have the right to add Investment Options, to limit the number of Investment Options which you may elect, and to limit or terminate new allocations to an Investment Option. We will not limit or terminate allocations to the Guaranteed Interest Option unless so provided in the Data Pages.

SECTION 2.05 CHANGES WITH RESPECT TO SEPARATE ACCOUNT

In addition to the rights reserved pursuant to subsection (b) of Section 2.04, and Sections 9.01 and 9.02, we have the right, subject to compliance with applicable law, including approval of Contract owners if required:

- (a) to add Variable Investment Options (or sub-funds of Variable Investment Options) to, or to remove Variable Investment Options (or sub-funds) from, the Separate Account, or to add other separate accounts;
- (b) to combine any two or more Variable Investment Options or sub-funds thereof;
- (c) to transfer the assets we determine to be the share of the class of contracts to which this Contract belongs from any Variable Investment Option to another Variable Investment Option;

- (d) to operate the Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940, in which case charges and expenses that otherwise would be assessed against an underlying mutual fund would be assessed against the Separate Account;
- (e) to operate the Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940;
- (f) to deregister the Separate Account under the Investment Company Act of 1940;
- (g) to restrict or eliminate any voting rights as to the Separate Account;
- (h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other trusts or investment companies.

If the exercise of these rights results in a material change in the underlying investment of a Separate Account, you will be notified of such exercise, as required by law.

A Separate Account or Variable Investment Option which may be added by us as described above may be one with respect to which: (i) there may be periods during which Contributions may be restricted pursuant to the maturity terms of such Separate Account or Investment Fund, (ii) amounts therein may be automatically liquidated pursuant to the investment policy of the Separate Account, and (iii) investments therein may mature. We will have the right to reallocate amounts arising from liquidation or maturity according to your allocation instructions then in effect unless you specify other instructions with respect to such amounts. If no such allocation instructions have been made, the reallocation will be made to a designated Investment Option, or to the next established Separate Account or Investment Fund of the same type as described in this paragraph, if applicable, as specified in the Data Pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.01 CONTRIBUTIONS, ALLOCATIONS

You may allocate Contributions to, or transfer among the Investment Options available under this Contract. You need not allocate Contributions to each available Investment Option. You may change the allocation election at any time by sending us the proper form. Allocation percentages must be in whole numbers (no fractions) and must total 100%.

Each Contribution is allocated (after deduction of any charges that may apply) in accordance with the allocation election in effect on the Transaction Date. Contributions made to a Separate Account purchase Accumulation Units in that Account, using the Accumulation Unit Value for that Transaction Date.

SECTION 3.02 LIMITS ON CONTRIBUTIONS

We have the right not to accept any Contribution which is less than the minimum amount shown in the Data Pages. The Data Pages indicate other Contribution limitations and requirements which may apply. We also have the right, in addition to any such limitations and requirements, upon advance notice to you, to:

- (a) change such limitations and requirements to apply to Contributions made after the date of such change, and
- (b) discontinue acceptance of Contributions under this Contract with respect to all Contracts or with respect to all Contracts of the same class.

PART IV - TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 4.01 TRANSFER REQUESTS

You may request to transfer all or part of the amount held in an Investment Option to one or more of the other Options. The request must be in a form we accept. All transfers will be made on the Transaction Date. Transfers are subject to the terms of Sections 2.04, 4.02 and our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value for that Transaction Date.

SECTION 4.02 TRANSFER RULES

The transfer rules which apply are described in the Data Pages. A transfer request will not be accepted if it involves less than the minimum amount, if any, stated in the Data Pages (unless the Annuity Account Value is less than such amount). We have the right to change our transfer rules. Any change will be made upon advance notice to you.

The Variable Investment Options may consist of funds which are classified as “Type A” Investment Options or “Type B” Investment Options or any other type which may be specified in the Data Pages, as we designate in our discretion for purposes of the transfer rules described in the Data Pages. The Data Pages specify whether such Investment Options are designated Type A or Type B or another type as well as the minimum or maximum limits on transfers which apply.

Transfers to a Variable Investment Option will also be subject to the rules of the Investment Fund in which it invests, and in accordance with Sections 5.01 and 8.04.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.01 WITHDRAWALS

Unless otherwise stated in the Data Pages, you may request, pursuant to our procedures then in effect, a withdrawal from the Investment Options before the Maturity Date. The request must be in a form we accept.

On the Transaction Date, we will pay the amount of the withdrawal requested or, if less, the Cash Value. The amount to be paid plus any Withdrawal Charge which applies (see Section 8.01) will be withdrawn on a pro-rata basis from the amounts held for you in the Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

We will not accept a withdrawal request if it involves less than the minimum amount, if any, stated in the Data Pages. Further conditions or restrictions may apply if stated in the Data Pages or in an Endorsement or Rider attached hereto.

We will withdraw any redemption fee or other charge that an Investment Fund requires us to deduct from your Account Value. Such amounts, less any applicable processing fee, will be remitted to the Investment Fund. Unless otherwise provided in the Data Pages such withdrawals will not be subject to the Withdrawal Charges described under Section 8.01, but may cause Contract termination as provided in Section 5.02.

SECTION 5.02 CONTRACT TERMINATION

Payment of the Death Benefit terminates the Contract. In addition, we reserve the right to terminate this Contract if one or more of the following events occurs, unless otherwise specified in any Endorsement, Rider or Data Pages attached hereto:

- (a) A withdrawal is made under Section 5.01 that would result in an Annuity Account Value of an amount less than the minimum amount stated in the Data Pages.
- (b) If, before the Maturity Date, no Contributions are made during the last three completed Contract Years and the Annuity Account Value is less than the amount described in (a) above.
- (c) If as a result of the deduction of a charge or fee, or you make a withdrawal that reduces the Annuity Account Value to zero.
- (d) Payment of the Death Benefit terminates the Contract.

PART VI – PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

You give us the name of the beneficiary (“Beneficiary”) who is to receive any death benefit (“Death Benefit”) payable because of your death. Any such change must be made in writing in a form we accept. A change will take effect as of the date the written change is executed, whether or not you are living on the date of receipt at our Processing Office. However, we will not be liable as to any payments we make or actions we take before we receive any such change at our Processing Office.

You may name one or more persons to be primary Beneficiary and one or more other persons to be successor Beneficiary if the primary Beneficiary dies before the Owner. Unless you direct otherwise, if you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor.

Any part of a Death Benefit for which there is no named Beneficiary living at your death will be payable in a single sum to the Owner's surviving spouse, if any; if there is no surviving spouse, then to the surviving children in equal shares; if there are no surviving children, then to your estate.

You may change the Beneficiary during your lifetime and while coverage under the Contract is in force. If the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant or Joint Annuitant, if applicable. For purpose of this Section, “you” or “your” refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

SECTION 6.02 PAYMENT UPON DEATH

Upon receipt of due proof of your death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01. Payment is subject to the terms of Section 6.01 and any special rules which may apply as described in the Data Pages and any Endorsement or Rider attached hereto.

For the portion of the Death Benefit payable to a Beneficiary, the date on which we received the Beneficiary requirements is the “Payment Transaction Date”. Payment of a Death Benefit will be made upon our receipt of the following “Beneficiary Requirements”:

- (i) a properly completed written request;
- (ii) due proof of death (as evidenced by a certified copy of the death certificate);
- (iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
- (iv) tax information required by the Code; and
- (v) any other forms we require.

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted.

Unless otherwise specified in an optional Rider or the Data Pages attached hereto, the Death Benefit is equal to the Annuity Account Value on the Payment Transaction Date.

If an optional Guaranteed Minimum Death Benefit Rider is elected, the provisions of such Rider supersede the previous paragraph. The Guaranteed Minimum Death Benefit is determined according to the terms and conditions of the Guaranteed Minimum Death Benefit Rider. However, if the Death Benefit described in the previous paragraph is greater than the benefit provided under an optional Guaranteed Minimum Death Benefit Rider, the Death Benefit will equal such greater amount.

SECTION 6.03 MANNER OF PAYMENT

The Death Benefit will be paid to the Beneficiary in a single sum unless you elect a different form of Death Benefit payout (such as a life annuity) and provided that we offer such at the time the Death Benefit is payable. The Beneficiary will have no right to change the election; however, (i) we will apply a predetermined Death Benefit annuity payout election only if payment of the Death Benefit begins within one year following the date of death; (ii) we will not apply a predetermined Death Benefit payout election if doing so would violate any Federal income tax rules or guidelines or any other applicable law. Subject to the foregoing, a Beneficiary who becomes a successor owner or who continues the Contract under a Beneficiary Continuation Option, if available, will not have the right to change your election.

PART VII - ANNUITY BENEFITS

SECTION 7.01 ELECTION OF ANNUITY BENEFITS

As of the Maturity Date the Annuity Account Value will be applied to provide for the Normal Form of Annuity Benefit (described below). However, you may instead elect (i) to have the Cash Value paid in a single sum, (ii) to apply the Annuity Account Value or Cash Value, whichever applies pursuant to the first paragraph of Section 7.05, to provide an Annuity Benefit of any form offered by us or one of our affiliated life insurance companies, or (iii) to apply the Cash Value to provide any other form of benefit payment we offer, subject to our rules then in effect and applicable laws and regulations. At the time an Annuity Benefit is purchased, we will issue a supplementary contract which reflects the Annuity Benefit terms.

We will provide notice and election forms to you not more than six months before the Maturity Date.

We will have the right to require you to furnish any information we need to provide an Annuity Benefit. We will be fully protected in relying on such information and need not inquire as to its accuracy or completeness.

SECTION 7.02 MATURITY DATE

The Maturity Date is shown in the Data Pages, but may be changed by us in conformance with applicable law. The Maturity Date may not be earlier than [thirteen months] following the Contract Date, unless otherwise provided in the Data Pages.

SECTION 7.03 ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly. You may elect instead to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, subject to our rules at the time of your election or as otherwise stated in the Data Pages or any Endorsement attached hereto. This election may be made at the time the Annuity Benefit form as described in Section 7.04 is elected. In that event, all references in this Contract to monthly payments, with respect to the Annuity Benefit to which the election applies, will be deemed to mean payments at the frequency elected.

SECTION 7.04 ANNUITY BENEFIT FORMS

The "Normal Form" of Annuity Benefit is the Life-Period Certain Annuity Form described below, unless another Form is to apply pursuant to the terms of the Plan, if applicable, the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other law that applies. The Data Pages will state the Normal Form which applies. We may offer other annuity forms as available from us or from one of our affiliated life insurance companies. Such a form may, for example, include the Joint and Survivor Life Annuity Form

which provides monthly payments while either of two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

The Life-Period Certain Annuity is an annuity that is payable during the lifetime of the person upon whose life the payments depend, but with a maximum of 10 years of payments guaranteed (10 years certain period). That is, if the original payee dies before the certain period has ended, payments will continue to the Beneficiary named to receive such payments for the balance of the certain period.

SECTION 7.05 AMOUNT OF ANNUITY BENEFITS

If you elect pursuant to Section 7.01 to have an Annuity Benefit paid in lieu of the Cash Value, then the amount applied to provide the Annuity Benefit will, unless otherwise stated in the Data Pages or required by applicable laws or regulations, be (i) the Annuity Account Value if the annuity form elected provides payments for a person's remaining lifetime or (ii) the Cash Value if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes which apply on annuity purchase payments. If we have previously deducted charges for taxes from Contributions, we will not again deduct charges for the same taxes before an Annuity Benefit is provided. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 7.06 CONDITIONS FOR PAYMENT

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any such person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit will be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, any benefits will be those which would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest at (a) the rate shown in the Data Pages or (b) the then current Guaranteed Interest Rate; we will choose which rate will apply on a uniform basis for like Contracts. Such interest will be deducted from or added to future payments.

If we receive acceptable proof that (i) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or a minor, (ii) another person or an institution is then maintaining or has custody of such payee, and (iii) no guardian, committee, or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed \$200, or such other amount as may be shown in the Data Pages. We will have no further liability with respect to the payments so made.

If the amount to be applied hereunder is less than the minimum amount stated in the Data Pages, we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected.

SECTION 7.07 CHANGES

We have the right, upon advance notice to you, to change at any time after the fifth anniversary of the Contract Date and at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments. However, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

PART VIII - CHARGES

SECTION 8.01 WITHDRAWAL CHARGES

The amount of the Withdrawal Charge is stated in the Data Pages. We have the right to change the Charge shown in the Data Pages with respect to future Contributions, subject to any maximum stated in the Data Pages. We will give you notice of any change.

If specified in the Data Pages, a “Free Withdrawal Amount” will apply as follows:

“Free Withdrawal Amount” means an amount equal to the percentage, stated in the Data Pages, of the Annuity Account Value, minus the total of all prior withdrawals (and associated Withdrawal Charges) made as described in Section 5.01 in the current Contract Year that may be withdrawn each Contract Year without incurring a Withdrawal Charge. We have the right to change the Free Withdrawal Amount, but it will always be a percentage between 0% and 30% if so provided in the Data Pages.

If the amount of a withdrawal made under Part V is more than the Free Withdrawal Amount (defined above), we will (a) first withdraw from the Investment Options, on the basis described in Section 5.01, an amount equal to the Free Withdrawal Amount, and (b) then withdraw from the Investment Options an amount equal to the excess of the amount requested over the Free Withdrawal Amount, plus a Withdrawal Charge if one applies.

For purposes of this Section, amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of any Contributions. We have the right to carry forward the Free Withdrawal Amount into a future Contract Year, if not used in any Year, if so stated in the Data Pages.

Any withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the reverse order in which they were made. That is, Contributions will be withdrawn on a last-in, first-out basis unless the Data Pages state that a first-in, first-out basis will apply.

In addition, your years of participation under the Prior Contract or years since contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge, if so specified in the Data Pages in accordance with our rules then in effect.

If specified in the Data Pages we have the right to reduce or waive the Withdrawal Charge upon such events as stated in the Data Pages. Moreover, the Withdrawal Charge will be reduced if needed in order to comply with any applicable state or federal law.

SECTION 8.02 ADMINISTRATIVE AND OTHER CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

As of each Processing Date, we will deduct Administrative Charges or other Charges related to the administration and/or distribution of this Contract from the Annuity Account Value. Such Charges are shown in the Data Pages.

If specified in the Data Pages, the Charges will be deducted in full or prorated for the Contract Year, or portion thereof, in which the Contract Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or Death Benefit. If so, the Charges will be deducted when withdrawn or so applied.

The amount of any such Charge will in no event exceed any maximum amount shown in the Data Pages, subject to any maximum amount permitted under any applicable law.

We have the right to change the amount of the Charges with respect to future Contributions. We will give you advance notice of any such change.

SECTION 8.03 TRANSFER CHARGES

We have the right to impose a charge with respect to any transfer among Investment Options after the number of free transfers shown in the Data Pages. The amount of such charge will be set forth in a notice from us to you and will in no event exceed any maximum amount stated in the Data Pages.

SECTION 8.04 INVESTMENT FUND REDEMPTION FEE

We reserve the right to charge your Annuity Account Value for any redemption fee or other transfer charge imposed by an Investment Fund. Such amounts will be withdrawn from your Annuity Account Value as described in Section 5.01.

SECTION 8.05 DAILY SEPARATE ACCOUNT CHARGE

Assets of the Variable Investment Options will be subject to a daily asset charge. This daily asset charge is for, expenses and mortality and expense risk that we assume, as well as for financial accounting and Death Benefits if specified in the Data Pages. The charge will be made pursuant to item (c) of “Net Investment Factor” as defined in Section 2.03. Such charge will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data Pages. We have the right to charge less on a current basis; the actual charge to apply, for at least the first Contract Year, is also stated in the Data Pages.

SECTION 8.06 CHARGE FOR TAXES

We reserve the right to deduct from the amount applied to provide an Annuity Benefit a charge that we determine which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes which may apply in your state. If the tax to which this charge relates is imposed on us at a time other than when amounts are applied to an Annuity Benefit or if required by your state, we reserve the right to deduct this charge for taxes from Contributions. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 8.07 CHANGES

In addition to our right to reduce or waive charges as described in this Part VIII, we have the right, upon advance notice to you, to increase the amount of any charge stated in the Data Pages, subject to (a) any maximum amount provided in this Part VIII or the Data Pages and (b) with respect to Withdrawal Charges, Administrative or Other Charges deducted from the Annuity Account Value, the application of any increase only to Contributions made after the date of the change.

PART IX - GENERAL PROVISIONS

SECTION 9.01 CONTRACT

This Contract is the entire Contract as defined in Part I between the parties. It will govern with respect to our rights and obligations.

This Contract may not be changed, nor may any of our rights or rules be waived, except in writing and by our authorized officer.

SECTION 9.02 STATUTORY COMPLIANCE

We have the right to change this Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right will include, but not be limited to, the right to conform this Contract to reflect requirements of the Code and Treasury regulations or published rulings of the Internal Revenue Service, the Employee Retirement Income Security Act of 1974 and regulations thereunder, and federal securities laws.

The benefits and values available under this Contract will not be less than the minimum benefits required by any state law that applies.

SECTION 9.03 DEFERMENT

The use of proceeds to provide a payment of a Death Benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date of the request. Payments or proceeds from the Variable Investment Options can be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of a Variable Investment Option's assets is not reasonably practicable because of an emergency, or (3) the Securities and Exchange Commission, by order, permits us to defer payment in order to protect persons with interests in the Variable Investment Options. We can defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Option for up to six months while you are living, subject to any required written approval from the Insurance Supervisory Official in your jurisdiction.

SECTION 9.04 REPORTS AND NOTICES

At least once each year until the Maturity Date, we will send you a report showing:

- (a) the dollar amount in the Guaranteed Interest Option;
- (b) the total number of Accumulation Units in each Separate Account or Variable Investment Option;
- (c) the Accumulation Unit Value;
- (d) the dollar amount in each Separate Account or Variable Investment Option;

- (e) the Cash Value; and
- (f) the amount of the Death Benefit.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.05 ASSIGNMENTS AND TRANSFERABILITY

Your rights under this Contract may not be assigned, pledged or transferred other than to effect a tax-free exchange. No amounts payable under this Contract to a payee other than you may be assigned by that payee unless permitted herein, nor will they be subject to the claims of creditors or to legal process, except to the extent permitted by law. Other restrictions may apply if stated in any Endorsement attached hereto. You may change the Owner of this Contract by written notice to us subject to the provisions of any Endorsement or Rider or as provided in the Data Pages, effective upon our receipt of such notice.

SECTION 9.06 PAYMENTS

All amounts payable by you must be paid by check drawn on a bank that is subject to regulation by the United States or an agency or instrumentality thereof or a State, and payable to us (in United States dollars) or by any other method acceptable to us.

We will pay all amounts hereunder by check (drawn on a United States bank in United States dollars) or, if so agreed by you and us, by wire transfer.

Any requirement for distribution or withdrawal of interest in the Contract shall be fully discharged by payment of the Death Benefit, Annuity Account Value or Cash Value, whichever is applicable, to the Owner or the Beneficiary, as the case may be and mailed to the address as shown in our records by United States mail unless we agree to transmit the funds to another person or in another form in accordance with the terms and conditions of the Contract.

SECTION 9.07 HOW TO COMMUNICATE WITH US

All transaction requests and other notices to us must be in writing in a form satisfactory to us, and delivered by U.S. mail to our Processing Office, except to the extent we agree, by advance written notification to you, to receive such requests or notices in another manner. We may choose to change a previously accepted manner of communication at our discretion. Transaction requests or other communications sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.08 MISSTATEMENT OF AGE

If the age of any person upon whose life or age a benefit provided under an optional Benefit Rider, depends ("Covered Person") has been misstated, any such benefits will be that which would have been purchased on the basis of the correct age. If the Covered Person would not have been eligible for that Rider at the correct age, (i) the Rider will be rescinded; (ii) any charges that were deducted for the benefit will be refunded and applied to the Annuity Account Value of the Contract, and (iii) only the Death Benefit provided under Section 6.02 will apply.

SECTION 9.09 CONSENT TO JURISDICTION

The Owner of this Contract at the time the Contract is issued, regardless of current residence, agrees that the Owner shall be subject to jurisdiction over its person in the United States in any litigation involving this Contract. Furthermore, any subsequent transfer of ownership to an Owner(s) who is not a resident of the United States will subject the Owner to jurisdiction over its person in any court in the United States regarding any litigation involving this Contract. By accepting ownership of this Contract, an Owner agrees to be subject to jurisdiction over its person in the United States. The parties to this Contract agree that any action involving this Contract shall be brought in any court in the United States of America in which venue is proper. The parties to this Contract also agree that the law of the state in which the application for this Contract is signed shall be the law applied in any dispute over the Contract. This acceptance of jurisdiction of the United States by an Owner shall also be binding upon any Beneficiary or Beneficiaries now or hereafter designated by such Owner. For purposes of this provision, United States shall mean the fifty states, the District of Columbia, Puerto Rico, and the United States Virgin Islands.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**[Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten
*Years Certain provided by application of \$1,000.]**

Monthly Income			Monthly Income		
<u>Ages</u>	<u>Male</u>	<u>Female</u>	<u>Ages</u>	<u>Male</u>	<u>Female</u>
60	2.97	2.74	78	4.39	3.99
61	3.03	2.78	79	4.50	4.10
62	3.08	2.83	80	4.62	4.20
63	3.14	2.88	81	4.78	4.34
64	3.21	2.94	82	4.95	4.48
65	3.27	2.99	83	5.13	4.64
66	3.34	3.05	84	5.33	4.80
67	3.41	3.11	85	5.53	4.97
68	3.48	3.17	86	5.74	5.16
69	3.56	3.24	87	5.97	5.35
70	3.64	3.31	88	6.20	5.54
71	3.72	3.38	89	6.43	5.75
72	3.81	3.46	90	6.67	5.96
73	3.90	3.54	91	6.91	6.17
74	3.99	3.62	92	7.17.	6.40
75	4.08	3.71	93	7.44	6.64
76	4.18	3.80	94	7.74	6.89
77	4.29	3.89	95	8.05	7.16

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 8.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.]

[Applicable to QP only]
TABLE OF GUARANTEED ANNUITY PAYMENTS
[Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

Monthly Income		Monthly Income	
<u>Ages</u>	<u>Unisex</u>	<u>Ages</u>	<u>Unisex</u>
60	2.78	78	4.07
61	2.83	79	4.17
62	2.88	80	4.28
63	2.93	81	4.42
64	2.99	82	4.57
65	3.04	83	4.73
66	3.10	84	4.89
67	3.16	85	5.07
68	3.23	86	5.26
69	3.30	87	5.45
70	3.37	88	5.65
71	3.44	89	5.86
72	3.52	90	6.07
73	3.60	91	6.29
74	3.69	92	6.52
75	3.78	93	6.76
76	3.87	94	7.02
77	3.96	95	7.30

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.45	2.47	2.48	2.50	2.52	2.53	2.55	2.56	2.58	2.59	2.60
61		2.49	2.50	2.52	2.54	2.55	2.57	2.59	2.60	2.62	2.63
62			2.52	2.54	2.56	2.58	2.59	2.61	2.63	2.64	2.66
63				2.56	2.58	2.60	2.62	2.64	2.65	2.67	2.69
64					2.60	2.62	2.64	2.66	2.68	2.70	2.72
65						2.64	2.67	2.69	2.71	2.73	2.74
66							2.69	2.71	2.73	2.75	2.77
67								2.73	2.76	2.78	2.80
68									2.78	2.81	2.83
69										2.83	2.86
70											2.89

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.5% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55. Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable only to Defined Benefit and Defined Contribution Qualified Plan Contracts]

[Employer:] [ABC Company]
[Plan:] [ABC Company Plan]

For NQ and Custodial Owner Joint Life IRA Contracts issued with a Joint Annuitant (NQ and IRA only):

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Endorsement Applicable to Custodial [Roth] IRA Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement
Charitable Remainder Trust Endorsement
Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds
Direct Rollover to Traditional IRA Endorsement]

[Endorsement Applicable to Extra Credit Product]

[Endorsement Applicable to Credits Applied to Annuity Account Value]

[Investment Options Endorsements]

[Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging
Endorsement Applicable to Special Money Market Dollar Cost Averaging
Endorsement Applicable to Guaranteed Benefit Investment Options]

[Benefits Endorsements]

[Endorsement Applicable to XYZ Benefit]

Optional Riders Attached:

[Guaranteed Minimum Income Benefit Rider
Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit
Guaranteed Minimum Death Benefit Rider – Annual Ratchet
Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2010]
Contract Date: [January 1, 2010]
Maturity Date : [January 1, 2045]

[For B-Share, C-Share and L-Share] The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. **[For NQ Contract with Joint Annuitants]** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

[For Extra Credit Product] The Maturity Date may not be prior to [five years from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. **[For NQ Contracts with Joint Annuitants]** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

[If GMIB or Greater of Death Benefit is elected the following will appear]
[Initial [Annual] Rollup Rate:

Your initial Rollup Rate is [5%]. [This rate is greater than the rate derived from the formula shown below.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

Indexed Rollup Rate Formula for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [1.5%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

PART B -- This part describes certain provisions of your Contract.

[Applicable if the Special Dollar Cost Averaging program is available]

[Special Dollar Cost Averaging Rate [4.00%] through [December 31, 2009]]

[Applicable to Contracts with Non-Guaranteed Benefit Investment Options only]

[Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2009;
Annual Guaranteed Interest Rate	1.5% through December 31, 2009]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]

Contributions and Allocations (See Part III): Initial Contribution minimum: [\$5,000]

Subsequent Contribution minimum: [\$500] [Subsequent Contributions to the Non-Guaranteed Benefit Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the first Contract Date Anniversary.] ***[If GMIB or an optional GMDB is elected the following will appear]*** [Subsequent Contributions to the Guaranteed Benefit Investment Options can be made until the older of the original Annuitant and Owner attain age [75] or if later, the [first] Contract Date Anniversary.]

[If GMIB or an optional GMDB is elected the following will appear]

[Subsequent Contributions to the Guaranteed Benefit Investment Options are not permitted after the date the first Withdrawal is taken from the Guaranteed Benefit Annuity Account Value.

No additional Contributions may be made to the Guaranteed Benefit Investment Options on or after the Benefit Transaction Date. Transfers and Contributions to Guaranteed Benefit Investment Options may not exceed a total of [\$1,500,000]. No Contributions may be made to any supplementary contract.

If we discontinue Contributions and transfers to the Guaranteed Benefit Investment Options, any subsequent Contribution or automated transfer will be allocated to the Non-Guaranteed Benefit Investment Option corresponding to the Guaranteed Benefit Investment Options that were specified in your allocation instructions. If we are not offering such Non-Guaranteed Benefit Investment Option as of the discontinuance date, we may substitute a Non-Guaranteed Benefit Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Guaranteed Benefit Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Guaranteed Benefit Investment Option to the [AXA Balanced Strategy] Investment Option.]

[We may refuse to accept any Contribution if the sum of all Contributions under all ["Annuity 1.0"] Contract with the same Annuitant or Owner would then total more than [\$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Non-Guaranteed Benefit Investment Options.] ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than \$500,000.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Guaranteed Benefit Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Guaranteed Benefit Investment Options during such initial allocation year.]

[For Non-Spousal BCO Contracts] We will accept contributions in accordance with the Contribution requirements described in [Part III- Contributions and Allocations, Item 7 Limits on Contributions] of the Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA endorsement.

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Initial Contribution Received: [\$100,000.00]

[Applicable for Extra Credit product only, and if indicated by Owner]

Expected First [12 Month] Contribution: [\$ 1,000,000.00]

[Applicable for Extra Credit product only]

Credit Amount -- of Initial Contribution: [\$ 5,000.00/ N/A*]

(see Endorsement Applicable to Credits Applied to Annuity Account Value)

*[Credits are not applied to Contributions that result from a Roth IRA conversion from an [Accumulator] Extra Credit Traditional IRA Contract]

Investment Options (See Part II -- Investment Options)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

[[Applicable to Non-Guaranteed Benefit Investment Options]

Non-Guaranteed Benefit Investment Options

[The following will appear for all B-Share and L-Share]

- [Account for Special Dollar Cost Averaging]

[No more than [25%] of the account for Dollar Cost Averaging allocation may be allocated to the GIO]

[The following will appear for all Extra Credit and C-Share]

- [Account for Special Money Market Dollar Cost Averaging*]

*Your Separate Account Charge for this Account will never exceed the charge for the Non-Guaranteed Benefit Investment Options shown in Part C.

[No more than [25%] of the account for Dollar Cost Averaging allocation may be allocated to the GIO]

A total of 100% of the contribution must be invested in any or all of the following investment options.

	<u>Amount Allocated</u>
[EQ/AllianceBernstein Small Cap Growth*	
	[\$50,000]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	
	[\$0.00]

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

[Guaranteed Interest Option ("GIO")]	[\$50,000]
Total:	<hr/> [\$100,000.00]

[No more than [25%] of the total Annuity Account Value of the Non-Guaranteed Benefit Investment Options [and the Guaranteed Benefit Investment Options] may be allocated to the GIO]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].]

[Applicable to Guaranteed Benefit Investment Options only] Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Guaranteed Benefit Investment Options.

- Investment Options**

[Category 1 AXA Strategic Allocation Investment Options]

	<u>Amount Allocated</u>
[AXA Balanced Strategy***	
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	
	[\$20,000]

[Category 2 Fixed Income Variable Investment Options Investment Options]

	<u>Amount</u> <u>Allocated</u>
[EQ/Core Bond Index*	[\$80,000]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	<u>Amount</u> <u>Allocated</u>
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total: [\$100,000.00]

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Transfer Rules (see Section 4.02): [Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.]

We reserve the right to:

- [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
- restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

Transfers of amounts from your Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options are permitted until the older of the original Annuitant and Owner attain age [75] or if later, the first Contract Date Anniversary. ***[The following will appear if GMIB or an optional GMDB has been elected.]*** [Transfers of amounts from your Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options are not permitted after the date the first Withdrawal is taken from the Guaranteed Benefit Annuity Account Value.] Transfers and Contributions to the Guaranteed Benefit Investment Options may not exceed a total of \$[1,500,000].

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Guaranteed Benefit Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the “initial allocation year”) to [150%] of the total amount of the Contributions and transfers to the Guaranteed Benefit Investment Options during such initial allocation year.]

[The following will appear if GMIB or an optional GMDB has been elected.] [Contributions to the Account for Special [Money Market] Dollar Cost Averaging scheduled to be transferred into the Guaranteed Benefit Investment Options over the duration of the program will increase your [GMIB Benefit Base] [or any GMDB Benefit Base] as of the effective date you contribute to a Special [Money Market] Dollar Cost Averaging Program.

Transfers of amounts from the Guaranteed Benefit Investment Options to the Non-Guaranteed Benefit Investment Options are not permitted, except as described in the Termination Provision of the GMIB Rider (Section VI), that you have elected.

We may discontinue accepting transfer requests to the Guaranteed Benefit Investment Options at any time with advance written notice to you.

No additional transfers may be made to the Guaranteed Benefit Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the Guaranteed Benefit Investment Options, any subsequent automated transfer will be allocated to the Non-Guaranteed Benefit Investment Option corresponding to the Guaranteed Benefit Investment Options in your allocation instructions. If we are not offering such Non-Guaranteed Benefit Investment Option as of the discontinuance date, we may substitute a Non-Guaranteed Benefit Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Guaranteed Benefit Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Guaranteed Benefit Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to Guaranteed Benefit Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to Guaranteed Benefit Investment Options issued with this Contract will apply.]

Allocation of Withdrawals (see Section 5.01): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

- a) Withdrawals will be taken on a pro-rata basis from the Guaranteed Benefit Investment Options only,
- b) Withdrawals will be taken on a pro-rata basis from designated Non-Guaranteed Benefit Investment Options,
- c) Withdrawals will be taken in specified amounts, from both the Guaranteed Benefit Investment Options (on a pro-rata basis from such Options) and any designated Non-Guaranteed Benefit Investment Options, or
- d) Withdrawals will be taken in accordance with the following order i) from the Non-Guaranteed Benefit Investment Options on a pro-rata basis, then ii) from the Special [Money Market] Dollar Cost Averaging Account, then iii) from the Guaranteed Benefit Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to the following market segments: Traditional IRA, and QP]
Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Minimum Amount of Annuity Account Value (see Section 5.01):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GMIB]

The preceding three paragraphs do not apply while you have Guaranteed Benefit Annuity Account Value under your GMIB Rider.

Normal Form of Annuity (see Section 7.04): [Life Annuity 10 Year Period Certain]
[For annuity commencement date ages 80 and greater the "period certain" is as follows]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

Amount of Annuity Benefit (see Section 7.05): The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.

Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex (see Section 7.06):
[6%] per year

Minimum Amount to be Applied to an Annuity (see Section 7.06): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

Charges Deducted from Annuity Account Value (see Section 8.02):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The above charge will be deducted from the Annuity Account Value in the Non-Guaranteed Benefit Investment Options on a pro rata basis.]

[If Guaranteed Benefit Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Guaranteed Benefit Investment Options on a pro rata basis. If there is insufficient value or no value in the Guaranteed Benefit Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special [Money Market] Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Non-Guaranteed Benefit Investment Options.]

Number of Free Transfers (see Section 8.03): Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

DATA

PART A -- This part lists your personal data.

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Annuitant: [JOHN DOE JR.] Age: [60] Sex: [Male]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]

Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Annuitant: [JOHN DOE JR.] Age: [60] Sex: [Male]

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]

Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Inherited IRA/Roth IRA and Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Contract Number: [00000]

Endorsements Attached:

[Market Segment Endorsements]

Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement]

Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement

Endorsement Applicable to Custodial [Roth] IRA

Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Endorsement]

[Optional Riders Attached]:

[Guaranteed Minimum Death Benefit Rider – Annual Ratchet]

[Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2010]

Contract Date: [January 1, 2010]

Maturity Date: [January 1, 2045]

BCO Distribution Commencement Date: [xx/xx/xx]

Beneficiary: [JANE DOE]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

In accordance with Section 8.01 of the Contract, we reserve the right to add, reduce or remove Withdrawal Charge waivers. No Withdrawal Charge will apply in these events:

1. [the Owner dies and the Death Benefit is payable;
 2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
 3. the Owner has qualified to receive Social Security disability benefits as certified by the Social Security Administration; or
 4. we receive proof satisfactory to us that the Owner's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
 5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
- [Item 6 below will apply only to Contract Owners in the NQ and IRA (not applicable to Inherited IRA) market segments]***
6. for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.
- [Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available]***
7. a Death Benefit is payable and the Beneficiary Continuation Option is elected.
- [Item 8 below will apply only to Contract Owners in the IRA (not applicable to Inherited IRA) and QP market segments]***
8. ***[For the QP market segment]*** a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.
- [Item 8 above for IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence]*** a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service [or Substantially Equal Withdrawal Program]. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.

[Item 9 applies to Traditional IRA Contracts]

9. amounts under this Contract that are directly transferred to an [Annuity 1.0] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.

[Item 10 applies to Contracts with a GMIB Rider]

10. withdrawals from Contracts with a GMIB Rider, which do not exceed the GMIB Annual Withdrawal Amount in a Contract Year.]

[The Withdrawal Charge will apply with respect to a Contribution if the condition as described in items 3, 4 and 5 above existed at the time the Contribution was remitted or if the condition began within the 12-month period following remittance.]

DATA

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
[1	7.00%
2	7.00%
3	6.00%
4	6.00%
5	5.00%
6	3.00%
7	1.00%
8 and later	0.00%]

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

[If you have not elected an optional benefit Rider, the following will appear]

[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GMIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the Guaranteed Benefit Annuity Account Value and the Non-Guaranteed Benefit Annuity Account Value in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GMIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[[10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

[If an optional GMDB benefit without a GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year, and

[10%] of the Annuity Account Value in the Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Guaranteed Benefit Investment Options during the Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If the first amount allocated to a Guaranteed Benefit Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount in the Contract Year of such Contribution. If the first amount allocated to a Guaranteed Benefit Investment Option is a transfer, there will be no Free Withdrawal Amount for the Guaranteed Benefit Annuity Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Non-Guaranteed Benefit Annuity Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Guaranteed Benefit Annuity Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

When a Withdrawal is taken from both the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

[If GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value as those terms are defined in your Guaranteed Minimum Income Benefit (GMIB) Rider.

With respect to the Non-Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year.

With respect to the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is the Rollup Benefit Base on the Contract Date Anniversary multiplied by the Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the Guaranteed Benefit Annuity Account Value during the Contract Year. If the first amount allocated to a Guaranteed Benefit Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount in the Contract Year of such Contribution. If the first amount allocated to a Guaranteed Benefit Investment Option is a transfer, there will be no Free Withdrawal Amount for the Guaranteed Benefit Annuity Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Non-Guaranteed Benefit Annuity Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the

Guaranteed Benefit Annuity Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.]

Daily Separate Account Charges (see Section 8.04):

Applicable to Non-Guaranteed Benefit Investment Options: Annual Rate of [1.10%] (equivalent to a daily rate of [.003030%]) ***[Applicable to Guaranteed Benefit Investment Options]*** [Annual Rate of [1.30%] (equivalent to a daily rate of [.003585%])], plus any applicable VIO Facilitation Charge up to a annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).

The Daily Separate Account Charge includes the following charges:

Mortality and Expense Risks Charge:

Applicable to Non-Guaranteed Benefit Investment Options [Annual rate of 0.60%]
[Applicable to Guaranteed Benefit Investment Options] [Annual rate of 0.80%]

Administration Charge:

Annual rate of [0.30%]

Distribution Charge:

Annual rate of [0.20%]

Variable Investment Option Facilitation Charge:

Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

DATA

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): None

Daily Separate Account Charges (see Section 8.04):

Applicable to Non-Guaranteed Benefit Investment Options: Annual Rate of [1.50%] (equivalent to a daily rate of [.004141%]) [*Applicable to Guaranteed Benefit Investment Options*] [Annual Rate of [1.70%] (equivalent to a daily rate of [.004697%]), plus any applicable VIO Facilitation Charge up to a daily rate equal to [0.45%] (equivalent to a daily rate of [.001236%])].

The Daily Separate Account Charge includes the following charges:

[Mortality and Expense Risks Charge:

Applicable to Non-Guaranteed Benefit Investment Options: [Annual rate of 0.90%]
[Applicable to Guaranteed Benefit Investment Options] [Annual rate of 1.10%]

Administration Charge:

Annual rate of 0.25%

Distribution Charge:

Annual rate of 0.35%

Variable Investment Option Facilitation Charge:

Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in these Data Pages. Unless otherwise specified, for VIOs indicated with

- a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
- a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
- a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

DATA

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
[1	8.00%
2	8.00%
3	7.00%
4	6.00%
5	5.00%
6	4.00%
7	3.00%
8	2.00%
9	1.00%
10 and later	0.00%]

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

[If you have not elected an optional benefit Rider, the following will appear]

[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GMIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the Guaranteed Benefit Annuity Account Value and the Non-Guaranteed Benefit Annuity Account Value in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GMIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[[10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are

included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

[If an optional GMDB benefit without a GMIB is elected, the following will appear]

[[The Free Withdrawal Amount is computed separately with respect to the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year, and

[10%] of the Annuity Account Value in the Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Guaranteed Benefit Investment Options during the Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If the first amount allocated to a Guaranteed Benefit Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount in the Contract Year of such Contribution. If the first amount allocated to a Guaranteed Benefit Investment Option is a transfer, there will be no Free Withdrawal Amount for the Guaranteed Benefit Annuity Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Non-Guaranteed Benefit Annuity Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Guaranteed Benefit Annuity Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

When a Withdrawal is taken from both the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

[If GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value as those terms are defined in your Guaranteed Minimum Income Benefit (GMIB) Rider.

With respect to the Non-Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year.

With respect to the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is the Rollup Benefit Base on the Contract Date Anniversary multiplied by the Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the Guaranteed Benefit Annuity Account Value during the Contract Year. If the first amount allocated to a Guaranteed Benefit Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount in the Contract Year of such Contribution. If the first amount allocated

to a Guaranteed Benefit Investment Option is a transfer, there will be no Free Withdrawal Amount for the Guaranteed Benefit Annuity Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Non-Guaranteed Benefit Annuity Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Guaranteed Benefit Annuity Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.]

Daily Separate Account Charges (see Section 8.04):

Applicable to Non-Guaranteed Benefit Investment Options: Annual Rate of [1.35%] (equivalent to a daily rate of [.003724%]) *[Applicable to Guaranteed Benefit Investment Options]* **Annual Rate of [1.55%]** (equivalent to a daily rate of [.004280%]), plus any applicable VIO Facilitation Charge up to a daily rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).

The Daily Separate Account Charge includes the following charges:

[Mortality and Expense Risks Charge:

Applicable to Non-Guaranteed Benefit Investment Options: [Annual rate of 0.75%]
[Applicable to Guaranteed Benefit Investment Options] [Annual rate of 0.95%]

Administration Charge:

Annual rate of 0.35%

Distribution Charge:

Annual rate of 0.25%

Variable Investment Option Facilitation Charge:

Annual rate up to 0.[45]%

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

DATA

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
[1	8.00%
2	7.00%
3	6.00%
4	5.00%
5 and later	0.00%]

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

[If you have not elected an optional benefit Rider, the following will appear]

[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GMIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the Guaranteed Benefit Annuity Account Value and the Non-Guaranteed Benefit Annuity Account Value in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GMIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01): [[10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year. In the first Contract Year amounts received within 90 days of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

[If an optional GMDB benefit without a GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.]

[10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year, and

[10%] of the Annuity Account Value in the Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Guaranteed Benefit Investment Options during the Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If the first amount allocated to a Guaranteed Benefit Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount in the Contract Year of such Contribution. If the first amount allocated to a Guaranteed Benefit Investment Option is a transfer, there will be no Free Withdrawal Amount for the Guaranteed Benefit Annuity Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Non-Guaranteed Benefit Annuity Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Guaranteed Benefit Annuity Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

When a Withdrawal is taken from both the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

[If GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value as those terms are defined in your Guaranteed Minimum Income Benefit (GMIB) Rider.

With respect to the Non-Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the Non-Guaranteed Benefit Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Non-Guaranteed Benefit Investment Options during the Contract Year.

With respect to the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is the Rollup Benefit Base on the Contract Date Anniversary multiplied by the Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the Guaranteed Benefit Annuity Account Value during the Contract Year. If the first amount allocated to a Guaranteed Benefit Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount in the Contract Year of such Contribution. If the first amount allocated to a Guaranteed Benefit Investment Option is a transfer, there will be no Free Withdrawal Amount for the Guaranteed Benefit Annuity Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Non-Guaranteed Benefit Annuity Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Guaranteed Benefit Annuity Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the Non-Guaranteed Benefit Annuity Account Value and the Guaranteed Benefit Annuity Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.]

Daily Separate Account Charges (see Section 8.04):

Applicable to Non-Guaranteed Benefit Investment Options: Annual Rate of [1.45%] (equivalent to a daily rate of [.004002%]) ***[Applicable to Guaranteed Benefit Investment Options]*** [Annual Rate of [1.65%](equivalent to a daily rate of [.004558%])], plus any applicable VIO Facilitation Charge up to a daily rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).

The Daily Separate Account Charge includes the following charges:

[Mortality and Expense Risks Charge:

Applicable to Non-Guaranteed Benefit Investment Options: [Annual rate of 0.90%]
[Applicable to Guaranteed Benefit Investment Options] Annual rate of [1.10%]

Administration Charge:

Annual rate of 0.30%

Distribution Charge:

Annual rate of 0.25%

Variable Investment Option Facilitation Charge:

Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

AXA EQUITABLE LIFE INSURANCE COMPANY

GUARANTEED INCOME BENEFIT RIDER

This Rider is part of your Contract, and the same definitions set forth in your Contract apply to the capitalized terms except as modified below. There are new definitions in this Rider which are introduced below. The benefits described in this Rider are subject to all the terms and conditions contained in your Contract, except as modified below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Income Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Income Benefit (GMIB) as described below. The GMIB is derived from a benefit base as described in Part II of this Rider. You must allocate amounts to the Guaranteed Benefit Investment Options to create a GMIB Benefit Base and in order to receive benefits under this Rider. The GMIB Benefit Base is used solely to calculate the GMIB described in this Rider and does not provide a Cash Value or any minimum account value or any death benefit.

Lifetime GMIB Payments under this Rider begin at the earliest of 1) the Contract Date Anniversary following the date your Guaranteed Benefit Annuity Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime GMIB Payments, after your [fifth] Contract Date Anniversary, withdrawals each Contract Year from the Guaranteed Benefit Annuity Account Value that do not exceed your GMIB Annual Withdrawal Amount will not reduce your beginning of Contract Year Rollup Benefit Base. Guaranteed Benefit Annuity Account Value, GMIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GMIB Benefit Base are described in Part II of this Rider.

II. Operation of the Guaranteed Minimum Income Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your "Guaranteed Benefit Annuity Account Value" and (ii) your "Non-Guaranteed Benefit Annuity Account Value."

"Guaranteed Benefit Annuity Account Value" means the sum of the amounts held for you in the Guaranteed Benefit Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Guaranteed Benefit Investment Options. While Contributions and transfers to your Guaranteed Benefit Annuity Account Value create your GMIB as described in this Rider, your Guaranteed Benefit Annuity Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

"Non-Guaranteed Benefit Annuity Account Value" means the sum of amounts held for you in the Non-Guaranteed Benefit Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Non-Guaranteed Benefit Investment Options.

The initial Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to Investment Options apply to Guaranteed Benefit and Non-Guaranteed Benefit Investment Options. [Additional terms and conditions applicable to your Guaranteed Benefit Investment Options are described in the “Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging.”]

B. GMIB Annual Withdrawal Amount

The “GMIB Annual Withdrawal Amount” for each Contract Year is equal to (i) the Rollup Benefit Base at the beginning of the Contract Year minus any Contributions or transfers to the Guaranteed Benefit Investment Options during the [four] prior Contract Years, multiplied by (ii) the Rollup Rate in effect for the first day of the Contract Year. There is no GMIB Annual Withdrawal Amount before the [fifth] Contract Date Anniversary. “Rollup Benefit Base” and “Rollup Rate” are defined below.

C. Automatic Payment Plan

“Automatic Payment Plan” means a plan for periodic withdrawals up to the GMIB Annual Withdrawal Amount each Contract Year beginning at any time after the [fifth] Contract Date Anniversary.

D. GMIB Benefit Base

Your GMIB Benefit Base is used to determine your GMIB Annual Withdrawal Amount and any GMIB Annual Payment Amount that may become payable if your Guaranteed Benefit Annuity Account Value falls to zero as described below. Your GMIB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”), from a Non-Guaranteed Benefit Investment Option to a Guaranteed Benefit Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Guaranteed Benefit Investment Options, they may be transferred only among these Investment Options. Additional transfer rules are described in the Data Pages.

Your GMIB Benefit Base is the greater of the Annual Rollup to Age [95] Benefit Base (“Rollup Benefit Base”) and the Annual Ratchet to Age [95] Benefit Base (“Ratchet Benefit Base”). Your initial Rollup Benefit Base and Ratchet Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Guaranteed Benefit Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Guaranteed Benefit Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Annual Ratchet Benefit Base is described below.

[The following text will appear when the Contract Owner elects the Extra Credit Contract with GMIB]
[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Ratchet Benefit Bases. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]

Your Non-Guaranteed Benefit Annuity Account Value is not used for purposes of determining your GMIB Benefit Base or GMIB Annual Withdrawal Amount defined below. If we discontinue transfers and Contributions to the Guaranteed Benefit Investment Options, you will not, thereafter, be able to create or add to the GMIB Benefit Base.

D.1. Annual Rollup to Age [95] Benefit Base (“Rollup Benefit Base”)

Annual Rollup Rate

“Rollup Rate” means the effective [annual] rate resulting from the Rollup Rate formula specified in the Data Pages. Your initial Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages. The rollup ends on the Contract Date Anniversary following your [95th] birthday.

Annual Rollup Amount

The “Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Rollup Rate in effect for the first day of the Contract Year plus a prorated Rollup Amount for any Contributions or transfers to the Guaranteed Benefit Investment Options during the Contract Year. The prorated Rollup Amount is equal to the full Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Annual Adjustment of the Benefit Base

Your Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the Guaranteed Benefit Investment Options during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals from the Guaranteed Benefit Annuity Account Value during the Contract Year, including for any RMD Withdrawal in excess of your GMIB Annual Withdrawal Amount, minus
- (iv) any adjustments during the Contract Year for any RMD Withdrawals which are not Excess Withdrawals from the Guaranteed Benefit Annuity Account Value, plus
- (v) the Rollup Amount for the Contract Date Anniversary reduced by any withdrawals of the GMIB Annual Withdrawal Amount.

Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal from the Guaranteed Benefit Annuity Account Value reduces the Rollup Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GMIB Annual Withdrawal Amount by your Annuity Account Value in the Guaranteed Benefit Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction of the Transaction Date of each withdrawal.

Beginning [in the sixth Contract Year], withdrawals from the Guaranteed Benefit Annuity Account Value during a Contract Year do not reduce the Rollup Benefit Base to the extent that the total of such withdrawals does not exceed the GMIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Rollup Amount to be added to the Rollup Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a withdrawal from the Guaranteed Benefit Annuity Account Value that is needed to meet a Required Minimum Distribution as described in “*Lifetime Required Minimum Distributions*” in Part III of this Rider (“RMD Withdrawal”) reduces the Rollup Benefit Base dollar for dollar.

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal taken from the Guaranteed Benefit Annuity Account Value in a Contract Year that together with all other withdrawals exceeds the GMIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the sixth Contract Year] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Part III.]

[Automatic Reset of the Rollup Benefit Base]

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Guaranteed Benefit Annuity Account Value on that Contract Date Anniversary, if the Guaranteed Benefit Annuity Account Value is greater than the Rollup Benefit Base. The Annual Rollup continues on your reset Rollup Benefit Base. When your Rollup Benefit Base resets, it will not reset again until the [third] Contract Date Anniversary following the reset. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.]

We may increase the charge for this Rider up to the maximum charge provided in Part V of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Part V. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this rider will increase to the charge we have in effect at that time. Your request to opt out or opt in must be in writing in a form we accept and received by us within the above time limits. [Any request to opt out or opt in will be applicable to this Rider and your “Greater of” Death Benefit Rider.]

D.2. Annual Ratchet to Age [95] Benefit Base (“Ratchet Benefit Base”)

For the Ratchet Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [95th] birthday, if the Guaranteed Benefit Annuity Account Value is greater than the current Ratchet Benefit Base, the Ratchet Benefit Base is reset to equal the Guaranteed Benefit Annuity Account Value.

[The Ratchet Benefit Base will be reduced pro-rata by all withdrawals. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal by your Guaranteed Benefit Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Ratchet Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] We will make this reduction of the Transaction Date of each withdrawal.

E. Effect of your Guaranteed Benefit Annuity Account Value Falling to Zero

The “Benefit Transaction Date” is the transaction date on which either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Guaranteed Benefit Annuity Account Value, but is not an Excess Withdrawal, or (ii) the Guaranteed Benefit Annuity Account Value falls to zero due to a) the deduction of a Contract charge, or b) performance of the underlying Investment Fund(s). Except as provided under the Maximum Payment Plan, below, on the Benefit Transaction Date, we will pay you any remaining GMIB Annual Withdrawal Amount for that Contract Year. Payment of the GMIB Amount will commence in the next Contract Year.

The “GMIB Annual Payment Amount” is based upon your GMIB Benefit Base on the Benefit Transaction Date. We determine the GMIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The GMIB Annual Payment Amount is equal to the Benefit Base multiplied by the applicable GMIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse’s age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GMIB Payment Table

Age on Benefit Transaction Date	GMIB Payment Factor Applied to GMIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

While you have Non-Guaranteed Benefit Annuity Account Value remaining, you will receive GMIB payments under this Rider.

If on the Benefit Transaction Date or thereafter, you have no Non-Guaranteed Annuity Account Value, your Contract will be cancelled and a supplementary life annuity contract providing annual lifetime payments equal to your GMIB Payment Amount will be issued to you. If you have Non-Guaranteed Benefit Annuity Account Value remaining under your Contract on your Maturity Date, and you have been receiving GMIB Payments under this Rider, your Contract will be cancelled and a supplementary contract will be issued to you.

If, on the Benefit Transaction Date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the Benefit Transaction Date is as described in Part III of this Rider. Beginning in the Contract Year following the Benefit Transaction Date you will begin to receive the GMIB Annual Payment Amount.

When a supplementary life annuity contract is issued pursuant to this Rider on a Single Life basis you will be the Owner and Annuitant when a supplementary life annuity contract is issued on a Single Life basis. If you elected a Joint Life Contract, we will issue the supplementary contract with you as the Owner and Annuitant and your spouse as the Joint Annuitant.

Part III. Withdrawals under Automatic Payment Plans

Withdrawals under an Automatic Payment Plan may [not] start [sooner than five years] after your Contract Date.

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GMIB Annual Withdrawal Amount you receive on each scheduled payment date. Amounts are withdrawn from the Guaranteed Benefit Investment Options on a pro-rata basis. You may elect one of the following Automatic Payment Plans to receive your GMIB Annual Withdrawal Amount. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year.

Maximum Payment Plan: The Maximum Payment Plan withdraws the full GMIB Annual Withdrawal Amount each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to the remaining GMIB Annual Withdrawal Amount divided by the number of scheduled payments remaining per Contract Year. Any payments that are to be made in the same Contract Year that the Guaranteed Benefit Annuity Account Value falls to zero as described in this Rider, will continue on the same frequency. After the Contract Date Anniversary following the Benefit Transaction Date, the GMIB Annual Payment Amount described in Part II will continue in the same frequency.

Customized Payment Plan: The Customized Payment Plan withdraws a percentage of your beginning of Contract Year GMIB Rollup Benefit Base. Payments are based on the amount and frequency of the payment you elect under this plan. If a withdrawal is taken from your Guaranteed Benefit Annuity Account Value in the same Contract Year prior to enrollment in the Customized Payment Plan, this withdrawal will not be factored into determining your GMIB Annual Withdrawal Amount for purposes of the Customized Payment Plan and may cause an Excess Withdrawal. If payments are to be made after your Guaranteed Benefit Annuity Account Value falls to zero, while you are taking payments under the Customized Payment Plan, then the remaining balance of the GMIB Annual Withdrawal Amount for the Contract Year in which your Guaranteed Benefit Annuity Account Value fell to zero will be paid in a lump sum on the Benefit Transaction Date. Payments equal to your GMIB Annual Payment Amount will commence in the same frequency as in effect on the Benefit Transaction Date beginning on the next Contract Date Anniversary.

Lifetime Required Minimum Distributions

[When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] When electing our Automatic RMD Withdrawal Service, amounts from both your Guaranteed Benefit Annuity Account Value and Non-Guaranteed Benefit Annuity Account Value are used to determine your lifetime RMD amount each year.

If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, and if the GMIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder of the RMD amount from the Non-Guaranteed Benefit Annuity Account Value, if any. If the sum of the GMIB Annual Withdrawal Amount and the Non-Guaranteed Benefit Annuity Account Value is still insufficient to satisfy the RMD amount, we will make a payment in addition to the GMIB Annual Withdrawal Amount from the Account for Special [Money

Market] Dollar Cost Averaging, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GMIB Annual Withdrawal Amount, the Non-Guaranteed Benefit Annuity Account Value and the Account for Special [Money Market] Dollar Cost Averaging is still insufficient to satisfy the RMD amount, we will make an additional payment from the Guaranteed Benefit Annuity Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and additional RMD Withdrawal needed to meet your lifetime RMD payment will not be treated as Excess Withdrawals. However, any lump sum withdrawals from the Guaranteed Benefit Annuity Account Value (other than or in addition to this additional RMD Withdrawal from the Guaranteed Benefit Annuity Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your GMIB Annual Withdrawal Amount in lump sum withdrawals, if the GMIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder from the Non-Guaranteed Benefit Annuity Account Value, if any. If the sum of the GMIB Annual Withdrawal Amount and Non-Guaranteed Benefit Annuity Account Value is insufficient to satisfy the RMD amount, we will make an additional amount from your Account for Special [Money Market] Dollar Cost Averaging, if applicable, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GMIB Annual Withdrawal Amount, the Non-Guaranteed Benefit Annuity Account Value, and the Account for Special [Money Market] Dollar Cost Averaging, if applicable, is insufficient to satisfy the RMD amount then we will make an additional withdrawal from your Guaranteed Benefit Annuity Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] any lump sum withdrawals from the Guaranteed Benefit Annuity Account Value which exceed your Annual Withdrawal Amount (other than in addition to this additional payment from the Guaranteed Benefit Annuity Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

[If you do not elect our Automatic RMD Withdrawal Service and] if your GMIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your Guaranteed Benefit Annuity Account Value will be treated as an Excess Withdrawal.

IV. GMIB at the Maturity Date

[For NQ Contracts only] [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

At the Maturity Date, for amounts under your Contract allocated to your Non-Guaranteed Benefit Annuity Account Value you may elect (i) to apply such amounts to an Annuity Benefit in any form we are then offering as described in Part VII of the Contract; or (ii) to receive a lump sum distribution of the Non-Guaranteed Annuity Account Value. If you do not make an election for your Non-Guaranteed Benefit Annuity Account Value at the Maturity Date, we will apply such amounts as described in Part VII of the Contract.

Unless a Benefit Transaction Date has occurred, at the Maturity Date, for amounts under your Contract allocated to your Guaranteed Benefit Annuity Account Value, you may elect to receive GMIB Payments resulting from the application of the [6%] GMIB Payment Factor shown in the GMIB Payment Table to the GMIB Benefit Base, as described in Section II. E of this Rider. If you elect payments on a joint life basis, the joint life must be your spouse and the joint life factor will be based on the age of the younger joint life at the Maturity Date, reduced as shown in the GMIB Payment Table. You may instead elect to receive your Guaranteed Benefit Annuity Account Value in a lump sum distribution or in the form of an Annuity Benefit under Part VII of the Contract. If you so elect, then your Contract, including this GMIB Rider, will terminate.

If you do not make an election for your Guaranteed Benefit Annuity Account Value at the Maturity Date, we will apply the Guaranteed Benefit Annuity Account Value to either (i) or (ii) described below, whichever provides a greater payment:

- (i) the Normal Form of Annuity Benefit as described in Part VII of the Contract, or
- (ii) a supplementary contract under which we make annual payments in the amount resulting from the application of the [6%] GMIB Payment Factor shown in the GMIB Payment Table to the GMIB Benefit Base, as described in Section II. E of this Rider, on a single life basis.

V. The Cost of this Rider

The current charge for this benefit is [0.80%] of the GMIB Benefit Base. This charge is based on the greater of the Annual Rollup and the Annual Ratchet Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Guaranteed Benefit Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to Part VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Guaranteed Benefit Investment Options on a pro rata basis.

On the Benefit Transaction Date described in Section II. E. the charge for this benefit terminates.

VI. Termination Of This Rider

This Rider may be terminated on either an automatic or voluntary basis as described in the following paragraphs.

A. Automatic Termination of this Rider:

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) you do not allocate amounts to the Guaranteed Benefit Investment Options as of the Contract Date Anniversary following your attainment of age [75], or (vi) termination is required by an endorsement to your Contract, or (vii) the Contract terminates.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Guaranteed Benefit Annuity Account Value, or 2) transfer your entire Guaranteed Benefit Annuity Account Value to the Non-Guaranteed Benefit Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Guaranteed Benefit Investment Options.

In accordance with clause (iii) in the first paragraph of this section, this Rider will not terminate if either of the following occurs:

1. a Contract is owned by a Non-natural Owner, and the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract is owned by an individual, and the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, stepchild, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

B. Voluntary Termination of this Rider:

[The following text applies to Non C share products]

[If you allocated amounts to the Guaranteed Benefit Investment Options on the Contract Date, you may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract. If you allocated amounts to the Guaranteed Benefit Investment Options after the Contract Date, you may terminate the Rider after the later of (i) expiration of Withdrawal Charges under your Contract and (ii) the Contract Date Anniversary following the date you first allocated amounts to the Guaranteed Benefit Investment Options.]

Upon meeting the above requirements , to effect voluntary termination of this Rider you must then either 1) withdraw your entire Guaranteed Benefit Annuity Account Value or 2) transfer your entire Guaranteed Benefit Annuity Account Value to the Non-Guaranteed Benefit Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Guaranteed Benefit Investment Options.

[If an enhanced death benefit Rider was elected under this Contract]

[Effect of Termination of this Rider on your Death Benefit

The Death Benefit is terminated automatically when this Rider is terminated].

Upon the termination of this Rider, the charge for the Benefit, as shown in Part VI of this Rider, ends.

VII. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis.

[For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [95th] birthday will accumulate to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner.]

AXA EQUITABLE LIFE INSURANCE COMPANY

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Chairman and Chief Executive Officer

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY

“GREATER OF” DEATH BENEFIT RIDER

Greater of Annual Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB

This Rider is part of your Contract, and the same definitions set forth in your Contract apply to the capitalized terms, except as modified below. There are new definitions in this Rider which are introduced below. The benefits described in this Rider are subject to all the terms and conditions contained in your Contract, except as modified below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) as described below. The GMDB is derived from a Benefit Base as described in Part II of this Rider. You must allocate amounts to the Guaranteed Benefit Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider.

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Annual Ratchet to Age [85] Benefit Base. The Guaranteed Benefit Annuity Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Annual Ratchet to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

“Annuity Account Value” as defined in Section 1.02 of your Contract means the sum of (i) your Guaranteed Benefit Annuity Account Value and (ii) your Non-Guaranteed Benefit Annuity Account Value.

“Guaranteed Benefit Annuity Account Value” means the sum of the amounts held for you in the Guaranteed Benefit Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Guaranteed Benefit Investment Options. While Contributions and transfers to your Guaranteed Benefit Annuity Account Value create your GMDB as described in this Rider, your Guaranteed Benefit Annuity Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Non-Guaranteed Benefit Annuity Account Value” means the sum of amounts held for you in the Non-Guaranteed Benefit Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Non-Guaranteed Benefit Investment Options.

The initial Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Guaranteed Benefit and Non-Guaranteed Benefit Investment Options. [Additional terms and conditions

applicable to your Guaranteed Benefit Investment Options are described in the “Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging.”]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) from a Non-Guaranteed Benefit Investment Option to a Guaranteed Benefit Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Guaranteed Benefit Investment Options, they may be transferred only among these Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the Annual Ratchet to Age [85] Benefit Base (“Ratchet Benefit Base”). Your initial Rollup Benefit Base and Ratchet Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Guaranteed Benefit Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Guaranteed Benefit Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Ratchet Benefit Base is described below.

[The following text will appear when the Contract Owner elects the Extra Credit Contract with GMIB]

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Ratchet Benefit Bases. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]

Your Non-Guaranteed Benefit Annuity Account Value is not used for purposes of determining your GMDB Benefit Base. If we discontinue transfers and Contributions to the Guaranteed Benefit Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

C.1. Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”)

Annual Rollup Rate

“Rollup Rate” means the effective [annual] rate resulting from the Rollup Rate formula specified in the Data Pages. Your initial Rollup Rate is shown in the Data Pages and is reset [each] Contract Date Anniversary as described in the Data Pages.

Annual Rollup Amount

The “Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Annual Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Rollup Rate in effect for the first day of the Contract Year plus a prorated Rollup Amount for any Contributions or transfers to the Guaranteed Benefit Investment Options during the Contract Year. The prorated Rollup

Amount is equal to the full Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Annual Adjustment of the Benefit Base

Your Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the Guaranteed Benefit Investment Options during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals from the Guaranteed Benefit Annuity Account Value during the Contract Year; minus
- (iv) any RMD Withdrawal (as defined below) that exceeds the GMIB Annual Withdrawal Amount during the Contract Year; plus
- (v) the Rollup Amount for the Contract Date Anniversary reduced by any withdrawals of the GMIB Annual Withdrawal Amount as described in the GMIB rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Guaranteed Benefit Account Value during a Contract Year that, together with all other amounts withdrawn from the Guaranteed Benefit Account Value during that year, causes the total of such withdrawals to exceed the GMIB Annual Withdrawal Amount."

[Automatic Reset of the Rollup Benefit Base]

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Guaranteed Benefit Annuity Account Value on that Contract Date Anniversary, if the Guaranteed Benefit Annuity Account Value is greater than the Rollup Benefit Base. The Annual Rollup continues on your reset Rollup Benefit Base. When your Rollup Benefit Base resets, it will not reset again until the [third] Contract Date Anniversary following the reset. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.]

We may increase the charge for this Rider up to the maximum charge provided in Part IV of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Part IV. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this Rider will increase to the charge we have in effect at that time. Your request to opt-out or opt-in must be in writing in a form that we accept and received by us within the above time limits. Any request to opt-out or opt-in will be applicable to this Rider and your GMIB Rider.

C.2. Annual Ratchet to Age [85] Benefit Base ("Ratchet Benefit Base")

For the Ratchet Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Guaranteed Benefit Annuity Account Value is greater than the current Ratchet Benefit Base, the Ratchet Benefit Base is reset to equal the Guaranteed Benefit Annuity Account Value.

III. Effect of Withdrawals on your GMDB Benefit Bases

[The Rollup Benefit Base and the Ratchet Benefit Base will each be reduced by withdrawals from the Guaranteed Benefit Annuity Account Value. The reduction is determined separately for each Benefit Base.

Ratchet Benefit Base

The Ratchet Benefit Base will be reduced pro-rata by all withdrawals from your Guaranteed Benefit Annuity Account Value.

For the Ratchet Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of your withdrawal by your Guaranteed Benefit Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Ratchet Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] We will make this reduction as of the Transaction Date of each withdrawal.

Rollup Benefit Base

The Rollup Benefit Base will be reduced as follows. [Prior to completion of your [fifth] Contract Year, your Rollup Benefit Base will be reduced pro-rata by all withdrawals from your Guaranteed Benefit Annuity Account Value.]

[Thereafter,] withdrawal of the amount described below will reduce the Rollup Amount that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals from your Guaranteed Benefit Annuity Account Value that total no more than an amount equal to:

- (a) the Rollup Benefit Base at the beginning of the Contract Year; minus
- (b) any Contributions or transfers to the Guaranteed Benefit Investment Options during the **four** prior Contract Years; multiplied by
- (c) the Rollup Rate in effect for the first day of the Contract Year.

The portion of any withdrawal in excess of the amount described above will reduce the Rollup Benefit Base on a pro rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your Guaranteed Benefit Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GMIB Annual Withdrawal Amount for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis ("RMD Withdrawal"). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

IV. The Cost of This Rider

Guaranteed Minimum Death Benefit: The current charge for this benefit is [0.85%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Ratchet Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.00%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Guaranteed Benefit Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Part V of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Guaranteed Benefit Annuity Account Value on a pro rata basis.

V. Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate: (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment this Contract, or (v) you do not allocate amounts to the Guaranteed Benefit Investment Options as of the Contract Date Anniversary following your attainment of age [75], or (vi) termination is required by an endorsement to your Contract, or (vii) the Contract terminates, or (viii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (ix) your GMIB Rider terminates, or (x) the Guaranteed Benefit Annuity Account Value under this Rider falls to zero.

In accordance with clause (iii) in the immediately preceding paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

VI. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

AXA EQUITABLE LIFE INSURANCE COMPANY

A handwritten signature in dark ink, appearing to read 'Condon', with a long, sweeping horizontal line extending to the right.

Christopher M. Condon
President and Chief Executive Officer

A handwritten signature in dark ink, appearing to read 'Karen Field Hazin', written in a cursive style.

Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY

ANNUAL RATCHET DEATH BENEFIT RIDER Annual Ratchet to Age [85] GMDB

This Rider is part of your Contract, and the same definitions set forth in your Contract apply to the capitalized terms, except as modified below. There are new definitions in this Rider which are introduced below. The benefits described in this Rider are subject to all the terms and conditions contained in your Contract, except as modified below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

Subject the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) as described below. The GMDB is derived from a Benefit Base as described in Part II of this Rider. You must allocate amounts to the Guaranteed Benefit Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider.

The GMDB under the Contract will be the Annual Ratchet to Age [85] Benefit Base. The Rider describes the operation of the Annual Ratchet to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your Guaranteed Benefit Annuity Account Value and (ii) your Non-Guaranteed Benefit Annuity Account Value.

"Guaranteed Benefit Annuity Account Value" means the sum of the amounts held for you in the Guaranteed Benefit Investment Options, and if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Guaranteed Benefit Investment Options. While Contributions and transfers to your Guaranteed Benefit Annuity Account Value create your GMDB as described in this Rider, your Guaranteed Benefit Annuity Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

"Non-Guaranteed Benefit Annuity Account Value" means the sum of amounts held for you in the Non-Guaranteed Benefit Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Non-Guaranteed Benefit Investment Options.

The initial Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Guaranteed Benefit and Non-Guaranteed Benefit Investment Options. [Additional terms and conditions applicable to your Guaranteed Benefit Investment Options are described in the "Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging."]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract ("Contributions and Allocations") or making a transfer, as described in Part IV of your Contract ("Transfers Among Investment Options") from a Non-Guaranteed Benefit Investment Option to a Guaranteed Benefit Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Guaranteed Benefit Investment Options, they may be transferred only among these Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the Annual Ratchet to Age [85] Benefit Base ("Ratchet Benefit Base"). Your initial Ratchet Benefit Base is equal to your initial Contribution or transfer to the Guaranteed Benefit Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from a Non-Guaranteed Benefit Investment Option to a Guaranteed Benefit Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Ratchet Benefit Base is described below.

[The following text will appear when the Contract Owner elects the Extra Credit Contract with GMIB]

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Ratchet Benefit Base. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Base. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Base. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]

Your Non-Guaranteed Benefit Annuity Account Value is not used for purposes of determining your Ratchet Benefit Base. If we discontinue transfers and Contributions to the Guaranteed Benefit Investment Options, you will not, thereafter, be able to create or add to the Ratchet Benefit Base.

III. Ratchet Benefit Base

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Guaranteed Benefit Annuity Account Value is greater than the current Ratchet Benefit Base, the Ratchet Benefit Base is reset to equal the Guaranteed Benefit Annuity Account Value.

IV. Effect of Withdrawals on your Ratchet Benefit Base

[The Ratchet Benefit Base will be reduced pro-rata by withdrawals from the Guaranteed Benefit Annuity Account Value.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your Guaranteed Benefit Annuity Account Value immediately preceding the withdrawal;

2) Multiply the fraction calculated in (1) by the amount of your Ratchet Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

V. The Cost of This Rider

The charge for this benefit is [0.25%] of the Ratchet Benefit Base. This charge is based on the Ratchet Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Guaranteed Benefit Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Part VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Guaranteed Benefit Annuity Account Value on a pro rata basis.

VI. Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate: (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment this Contract, or (v) you do not allocate amounts to the Guaranteed Benefit Investment Options as of the Contract Date Anniversary following your attainment of age [75], or (vi) termination is required by an endorsement to your Contract, or (vii) the Contract terminates, or (viii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (ix) your GMIB Rider terminates (if applicable), or (x) the Guaranteed Benefit Annuity Account Value under this Rider falls to zero.

In accordance with clause (iii) in the immediately preceding paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

VII. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any optional reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

AXA EQUITABLE LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Condrón", written over a light gray rectangular background.

Christopher M. Condrón
President and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written in a cursive style.

Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

This Rider is part of your Contract, and the same definitions set forth in your Contract apply to the capitalized terms, except as modified below. There are new definitions in this Rider which are introduced below. The benefits described in this Rider are subject to all the terms and conditions contained in your Contract, except as modified below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) as described below. You must allocate amounts to the Guaranteed Benefit Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider.

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract ("Contributions and Allocations") or making a transfer, as described in Part IV of your Contract ("Transfers Among Investment Options") from a Non-Guaranteed Benefit Investment Option to a Guaranteed Benefit Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Guaranteed Benefit Investment Options, they may be transferred only among these Options.

The initial Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Guaranteed Benefit and Non-Guaranteed Benefit Investment Options. [Additional terms and conditions applicable to your Guaranteed Benefit Investment Options are described in the "Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging."]

[The following text will appear when the Contract Owner elects the Extra Credit Contract with GMIB]

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Ratchet Benefit Bases. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]

"Guaranteed Benefit Annuity Account Value" means the sum of the amounts held for you in the Guaranteed Benefit Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Guaranteed Benefit Investment Options. While

Contributions and transfers to your Guaranteed Benefit Annuity Account Value create your GMDB as described in this Rider, your Guaranteed Benefit Annuity Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Non-Guaranteed Benefit Annuity Account Value” means the sum of amounts held for you in the Non-Guaranteed Benefit Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Non-Guaranteed Benefit Investment Options.

Your initial GMDB Benefit Base is equal to your initial Contribution or transfer to the Guaranteed Benefit Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Guaranteed Benefit Investment Options and will be reduced by withdrawals from the Guaranteed Benefit Investment Options.

Your Non-Guaranteed Benefit Annuity Account Value is not used for purposes of determining your GMDB Benefit Base. If we discontinue transfers and Contributions to the Guaranteed Benefit Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

The reduction of your GMDB Benefit Base following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Guaranteed Benefit Annuity Account Value in the Guaranteed Benefit Investment Options immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your GMDB Benefit Base immediately preceding the withdrawal. This is the amount of the pro rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

II. The Cost of This Rider

[There is no charge for this benefit.]

[If there is a charge for this benefit, the following will appear.] [The current charge for this benefit is [0.10%] of the GMDB Benefit Base.

We will determine and deduct the above charge annually from your Guaranteed Benefit Annuity Account Value on each Contract Date Anniversary for which this Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to Part IV of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Guaranteed Benefit Investment Options on a pro rata basis.]

III. Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider [and any charge associated herewith] will terminate: (i) the Contract is continued under the Beneficiary Continuation Option, if applicable,

or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment this Contract, or (v) you do not allocate amounts to the Guaranteed Benefit Investment Options as of the Contract Date Anniversary following your attainment of age [75], or (vi) termination is required by an endorsement to your Contract, or (vii) the Contract terminates, or (viii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (ix) your GMIB Rider terminates (if applicable), or (x) the Guaranteed Benefit Annuity Account Value under this Rider falls to zero.

In accordance with clause (iii) in the immediately preceding paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condon
President and Chief Executive Officer



Karen Field Hazin
Senior Vice President, Secretary and
Associate General Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO GUARANTEED BENEFIT INVESTMENT OPTIONS

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. The terms and conditions of this Endorsement replace the terms and conditions in your Contract to the extent of any difference. In the event that a conflict exists between this Endorsement and the Contract, the terms of this Endorsement shall govern.

This Endorsement is part of your Contract and the same definitions apply to the capitalized terms used herein. In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

This endorsement governs allocations of Contributions and transfers to the Guaranteed Benefit Investment Options and transfers among these Investment Options.

I. Allocation Option Choices

Your instructions for allocation of Contributions and for transfers to, and transfers among the Guaranteed Benefit Investment Options must comply with the terms and conditions of this Endorsement.

You may allocate your Guaranteed Benefit Annuity Account Value among the Guaranteed Benefit Investment Options under your Contract, including the applicable Special Dollar Cost Averaging Program, subject to the Investment Option maximums and minimums for each Investment Option Category as set forth in the Investment Option Allocation Table below (“Category Allocation Limits”). The Allocation Table also shows the limits on allocations to Guaranteed Benefit Investment Options within each Category (“Investment Option Allocation Limits”). We refer to the Category Allocation Limits and the Investment Option Allocation Limits collectively as the “Allocation Limits.” The Investment Option Allocation Table below shows Allocation Limits as of your Contract Date. The current assignment of Guaranteed Benefit Investment Options to Investment Categories is specified in the Data Pages. We may change the Allocation Limits. If such a change occurs, we will provide you advance written notice. Any change in the Category Allocation Limits and any change in the Investment Option Allocation Limits will not affect your Contract unless you subsequently make an Investment Option transfer or Contribution affecting the Guaranteed Benefit Investment Options. Your Contract will be subject to the changed Allocation Limits after such transfer or Contribution. If such a change occurs, we may also require that you revise your allocation instructions to comply with the change before we accept a transfer request or Contribution. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]

	[Category 1]	Category 2	Category 3]
Name	[AXA Strategic Allocation]	[Fixed Income]	[Equity]
Category Allocation Limits	[None]	[40% Applies only if there is any investment in Category 3]	[None]
Investment Option Allocation Limits	[None <i>If any part of AAV is in Category 3 then the [40%] Category 2 minimum requirement will apply.]</i>	[None]	[60%]
Max % (Investment Option)	[None]	[None]	[None]

Investment Option Max Exceptions		
Category	Investment Option Name	Max Allocation
3	[ATM 500]	[60%]
3	[ATM Growth Strategy]	[60%]
3	[ATM 400] [ATM 2000]	[Allocations to each of these Investment Options may not exceed 10%]

II. Contributions and Allocations

Contributions are allocated to the Guaranteed Benefit Investment Options based on the instructions we have on file for your Contract. Your allocation instructions must comply with the Allocation Limits in effect on the date we received your instructions or any request to change your instructions. If we change the Allocation Limits, we may require that any Contribution after such change be allocated in accordance with the current Allocation Limits. You may change your allocation instructions for Contributions by submitting a request to the Processing Office in a form we accept.

III. Transfers

You may transfer among Guaranteed Benefit Investment Options within an Investment Option Category even though your Guaranteed Benefit Annuity Account Value in the Category on the Transaction Date of the transfer exceeds the applicable Category Allocation Limit; however, the transfer must comply with the applicable Investment Option Allocation Limit for each Investment Option to which Guaranteed Benefit Annuity Account Value is transferred. You may transfer between Guaranteed Benefit

Investment Options in different Categories provided that (i) the transfer complies with the applicable Category Allocation Limit for each Investment Option Category to which Annuity Account Value is transferred, and (ii) the Annuity Account Value in the [Fixed Income] Category is not reduced below the minimum [Fixed Income] Category Allocation Limit as a result of the transfer. A transfer request does not automatically change your allocation for future Contributions and rebalancing. If you wish to change your allocation instructions on file, you must request a change that complies with the Investment Option Allocation Limitations described above, in the form we require.

IV. Rebalancing

The allocation of your Annuity Account Value among Guaranteed Benefit Investment Options is rebalanced as of the last Business Day of each quarter of your Contract Year. For purposes of Rebalancing, the account for Special [Money Market] Dollar Cost Averaging is not considered an Investment Option. Rebalancing means that the Annuity Account Value in each Investment Option is reallocated in accordance with your allocation instructions on file with us. Quarterly rebalancing will first occur on the date that is three months from your Contract Date. If your Contract Date occurs on the 29th, 30th, or 31st of a month, rebalancing will be done on the first day of the following month. If your rebalancing date occurs on a day that is not a Business Day, the rebalancing will occur on the next Business Day. The last rebalance in each Contract Year will occur on the Contract Date Anniversary. If the Contract Date Anniversary occurs on a day that is not a Business Day, the rebalance will occur on the Business Day immediately preceding the Contract Date Anniversary.

V. Special Dollar Cost Averaging

The terms and conditions applicable to Special [Money Market] Dollar Cost Averaging are described in the applicable Special Dollar Cost Averaging Endorsement.

VI. Termination of this Endorsement

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

[AXA EQUITABLE LIFE INSURANCE COMPANY]

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Christopher M. Condon
Chairman, President and Chief Executive Officer]

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Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. The terms and conditions of this Endorsement replace the terms and conditions in your Contract to the extent of any difference. In the event that a conflict exists between this Endorsement and the Contract, the terms of this Endorsement shall govern.

In this Endorsement, “we”, “our”, and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

SPECIAL MONEY MARKET DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Money Market Dollar Cost Averaging (“DCA”) Program at any time.

Under a Special Money Market DCA Program you allocate, depending upon the destination Investment Options you designate, all or any portion of your Contribution, to an interest bearing account for the program. However, if the Guaranteed Interest Option is a destination Investment Option under the Special Money Market DCA Program you elect, then you must allocate your entire Contribution to the Special Money Market DCA Program. If a destination Investment Option under the Special Money Market DCA Program is a Guaranteed Benefit Investment Option, then you must allocate your entire Contribution to the Special Money Market DCA Program you elect. If the destination Investment Options under the Special Money Market DCA Program you elect are all Non-Guaranteed Investment Options then you may allocate a portion of your Contribution to the Special Money Market DCA Program.

We transfer a portion of each amount allocated to the account to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. You may not change the destination Investment Options you have designated for the duration of the Special Money Market DCA Program. When any amounts under the Special Money Market DCA Program are to be transferred to the Guaranteed Benefit Investment Options, your allocation instructions for the Special Money Market DCA Program will be the same as your allocation instructions we have on file for your Contract. When all amounts under the Special Money Market DCA Program are transferred entirely to the Non-Guaranteed Benefit Investment Options, your allocation instructions may differ from the allocation instructions we have on file for your Contract. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Money Market DCA program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special Money Market DCA Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Subsequent Contributions to an existing Special Money Market DCA Program will not extend the expiration date of that program.

You may have only one Special Money Market DCA Program in effect at a time. At the expiration of a Special Money Market DCA Program, you may start a new program with a new Contribution [in the first Contract Year].

Any amount held in an account for Special Money Market DCA becomes part of our general assets, which support the guarantees of this Contract and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special Money Market DCA with interest at the effective annual rate that was applicable to your program on the Transaction Date of the Contribution. We may set different rates for programs of different duration.

Transfer Rules

You may not transfer Annuity Account Value into a Special Money Market DCA Program. You may not transfer a Special Money Market DCA Program into another Special Money Market DCA Program [or into the Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.] Any request by you to transfer amounts out of an account for Special Money Market DCA, other than your regularly scheduled transfers to the Investment Options as part of a Special Money Market DCA Program, will terminate that Special Money Market DCA Program. Any amount remaining in the account for Special Money Market DCA after such a transfer will be transferred to the destination Investment Options according to your Special DCA allocation instructions.

Effect of Transfers to the Guaranteed Benefit Variable Investment Options

Contributions to the Account for Special Money Market DCA scheduled to be transferred into the Guaranteed Benefit Investment Options over the duration of the program will increase your GMIB and GMDB Benefit Base as of the effective date you contribute to a Special Money Market DCA Program.

Effect of Withdrawals

Except for withdrawals made under our Automatic RMD Withdrawal Service, any withdrawal from an account for Special Money Market DCA will terminate that Special Money Market DCA Program. Any amounts remaining in the account for Special Money Market DCA after the program terminates because of such a withdrawal will be transferred to the destination Investment Options according to your Special DCA allocation instructions. Any withdrawal which results in a reduction in the Special Money Market DCA amount previously included in your GMIB and GMDB Benefit Bases will reduce the benefit base as described in any applicable optional rider attached to your Contract.

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Christopher M. Condon
Chairman, President and Chief Executive Officer]

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. The terms and conditions of this Endorsement replace the terms and conditions in your Contract to the extent of any difference. In the event that a conflict exists between this Endorsement and the Contract, the terms of this Endorsement shall govern.

In this Endorsement, “we”, “our”, and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

SPECIAL DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Dollar Cost Averaging (“DCA”) Program at any time.

Under a Special DCA Program you allocate, depending upon the destination Investment Options you designate, all or any portion of your Contribution, to an interest bearing account for the program. However, if the Guaranteed Interest Option is a destination Investment Option under the Special DCA Program you elect, then you must allocate your entire Contribution to the Special DCA Program. If a destination Investment Option under the Special DCA Program is a Guaranteed Benefit Investment Option, then you must allocate your entire Contribution to the Special DCA Program you elect. If the destination Investment Options under the Special DCA Program you elect are all Non-Guaranteed Investment Options then you may allocate a portion of your Contribution to the Special DCA Program.

We transfer a portion of each amount allocated to the account (including accrued interest) to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. You may not change the destination Investment Options you have designated for the duration of the Special DCA Program. When any amounts under the Special DCA Program are to be transferred to the Guaranteed Benefit Investment Options, your allocation instructions for the Special DCA Program will be the same as your allocation instructions we have on file for your Contract. When all amounts under the Special DCA Program are transferred entirely to the Non-Guaranteed Benefit Investment Options, your allocation instructions may differ from the allocation instructions we have on file for your Contract. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special DCA program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special DCA Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Subsequent Contributions to an existing Special DCA Program will not extend the expiration date of that program.

You may have only one Special DCA Program in effect at a time. At the expiration of a Special DCA Program, you may start a new program with a new Contribution [in the first Contract Year].

Any amount held in an account for Special DCA becomes part of our general assets, which support the guarantees of this Contract and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special DCA with interest at the effective annual rate that was applicable to your program on the Transaction Date of the Contribution. We may set different rates for programs of different duration.

Transfer Rules

You may not transfer Annuity Account Value into a Special DCA Program. You may not transfer a Special DCA Program into another Special DCA Program [or into the Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.] Any request by you to transfer amounts out of an account for Special DCA, other than your regularly scheduled transfers to the Investment Options as part of a Special DCA Program, will terminate that Special DCA Program. Any amount remaining in the account for Special DCA after such a transfer will be transferred to the destination Investment Options according to your Special DCA allocation instructions.

Effect of Transfers to the Guaranteed Benefit Variable Investment Options

Contributions to the Account for Special DCA scheduled to be transferred into the Guaranteed Benefit Investment Options over the duration of the program will increase your GMIB and GMDB Benefit Base as of the effective date you contribute to a Special DCA Program.

Effect of Withdrawals

Except for withdrawals made under our Automatic RMD Withdrawal Service, any withdrawal from an account for Special DCA will terminate that Special DCA Program. Any amounts remaining in the account for Special DCA after the program terminates because of such a withdrawal will be transferred to the destination Investment Options according to your Special DCA allocation instructions. Any withdrawal which results in a reduction in the Special DCA amount previously included in your GMIB and GMDB Benefit Bases will reduce the benefit base as described in any applicable optional rider attached to your Contract..

[AXA EQUITABLE LIFE INSURANCE COMPANY]

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Christopher M. Condon
Chairman, President and Chief Executive Officer]

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Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO CREDITS APPLIED TO ANNUITY ACCOUNT VALUE

This endorsement is part of your Contract, and the same definitions apply to the capitalized terms. There are new definitions in this endorsement that are introduced below. The benefit described in this endorsement is subject to all the terms contained in your Contract, except as modified below. In this endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this Endorsement, this Contract provides for an amount, referred to as a "Credit," to be allocated to your Annuity Account Value on the Transaction Date of each Contribution.

Credits

Each Credit is a percentage of the Contribution to which it relates. Each Credit is allocated pro rata to the Investment Options in the same proportions as the Contribution to which it relates. If you exercise your right to cancel this Contract under the ["Ten Days to Cancel"] provision (described on the cover page) the amount payable will be reduced by the amount of the Credit. [However, the amount payable will reflect any investment gain or loss applicable to the Credit.]

The applicable *Credit Percentage* is based on total Contributions during the first [twelve months] [less any withdrawals during the first [twelve months]], determined from the following table:

<u>Expected First [twelve months] Total Contribution Received</u>	<u>Credit Percentage applied to all Contributions</u>
[Less than \$350,000]	[4%]
[\$350,000 and greater]	[5%]

Conditions Relating to Credits

1. The amount applied to an Annuity Benefit will be reduced by any Credits applicable to subsequent Contributions made during the [three years] immediately preceding the Transaction Date amounts are applied to an Annuity Benefit.
2. The Transaction Date on which amounts are applied to an Annuity Benefit may not be earlier than the [fifth Contract Date Anniversary.]
3. A Credit will apply to a subsequent Contribution only to the extent that the sum of that Contribution and prior Contributions to which no Credit was applied exceeds the sum of all withdrawals under your Contract.

4. If a Death Benefit is payable as described in Section 6.02 of the Contract and any applicable Endorsement or Rider, during the [twelve month] period following our receipt of a Contribution to which a Credit was applied, such Credit will be deducted on a pro rata basis from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. This deduction will occur on the Payment Transaction Date. If there is more than one Beneficiary under the Contract, the date of receipt of due proof and other beneficiary requirements first received by us from a Beneficiary is the date we use to determine the deduction of such Credit. For the purpose of any Death Benefit provision of your Contract that compares the Annuity Account Value with any other applicable Death Benefit, including any optional rider(s), the Annuity Account Value used in the comparison will reflect a reduction equal to the amount of such Credit. Credits are deducted from the Annuity Account Value before any such comparison is made.
5. Any amount transferred from a Prior Contract in which a Credit was previously applied, is not eligible for an additional Credit on the amount transferred to this Contract.

[If an Expected First [twelve months] Contribution Amount is indicated in the Data Pages:

If an Expected First [twelve months] Contribution Amount is indicated in the Data Pages, the amount indicated will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the first [twelve months] brings your Expected First [twelve months] Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contributions. On the first Contract Date Anniversary, we will compare your Expected First [twelve months] Contribution Amount indicated in the Data Pages to the actual amount you contributed in the first [twelve months]. If the credit percentage applicable to the Expected First [twelve months] Total Contributions is less than the credit percentage applied based on the Expected First [twelve months] Contribution Amount indicated in the Data Pages, we will recover an amount equal to the difference in the Credit Percentages multiplied by the total Contributions to which the higher rate had been applied.]

[If an Expected First [twelve months] Contribution Amount is not indicated in the Data Pages:

If an Expected First [twelve months] Contribution Amount is not indicated in the Data Pages, the amount of the initial Contribution will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the first [twelve months] brings your Expected First [twelve months] Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will

be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contribution.]

The Credit Percentage applied to each Contribution after the first [twelve months] will be the Credit Percentage in effect on the first Contract Date Anniversary.

For purposes of this Endorsement, a “subsequent Contribution” is any Contribution after the initial Contribution.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Christopher M. Condrón
President, Chairman and Chief Executive Officer]

[

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written over a light gray rectangular background.

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

1. PART I - DEFINITIONS

The following definition is added: SECTION 1.15A JOINT ANNUITANT:

“Joint Annuitant” means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

The following is added at the end of the definition of OWNER:

If a joint owner (“Joint Owner”) is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both of the Owner and the Joint Owner.

2. *The following is added to PART VI – PAYMENT UPON DEATH before* SECTION 6.01 BENEFICIARY:

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, “you” refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, “you” refers to the older Joint Owner when describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.02 PAYMENT UPON DEATH:**

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. If the Death Benefit is not paid in the form of an Annuity Benefit and the Beneficiary continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the Beneficiary must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of your death as described in the next paragraph. If the Beneficiary does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed to the Beneficiary no later than the fifth anniversary after your death, subject to our receipt of the Beneficiary Requirements.

If the Beneficiary elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. After the Annuity Account Value reset, Withdrawal Charges will no longer apply to the new Annuity Account Value. No additional Contributions may be made to the Contract.

Any optional Guaranteed Minimum Death Benefit is terminated along with any applicable charges.

[The effect of death on any optional rider for a Single Contract with a Non-Spousal Beneficiary is shown in “Effect of Death on any Applicable Optional Rider”, Attachment A, to this Endorsement.]

We will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit would be distributed under the Contract until after your surviving spouse's death. To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election of Spousal Continuation, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. After the Annuity Account Value reset, Withdrawal Charges will no longer apply to the new Annuity Account Value. Withdrawal Charges will apply to new Contributions made by the surviving spouse to the Contract.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in

such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

(3) *Joint Owner Contract - Spousal Continuation*

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to “Joint Owner” is replaced with reference to “Joint Annuitant” and reference to “Owner” is replaced with “Annuitant.” Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply. .

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election shall be made no later than the Payment Transaction Date.

Upon the younger surviving spouse’s election of Spousal Continuation, no Death Benefit is distributed under the Contract. The Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. After the Annuity Account Value reset, Withdrawal Charges will no longer apply to the new Annuity Account Value. Withdrawal Charges will apply to new Contributions made by the surviving spouse to the Contract. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a

Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

- (B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant.

Withdrawal Charges continue to apply to all Contributions made either prior to or subsequent to the death of the younger Joint Owner.

(4) *Joint Owner Contract - Non-Spousal Contract Continuation*

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving Owner may elect to become the sole Owner under the Contract and elect either the One or Five Year Rule described in this item 4 of this Endorsement or the NQ Beneficiary Continuation Option described below. Such election shall be made no later than the Payment Transaction Date.

The same rules apply as described above in subsection (1) “Single Owner Contract with a Non-Spousal Beneficiary(ies).”

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner's death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner's death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no Annuity Account Value Reset. Withdrawal Charges continue to apply. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

- (5) If a named Beneficiary who is an individual elects to become a "Continuation Beneficiary", the terms of the "NQ Beneficiary Continuation Option", where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

- (i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option.
- (ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.
- (iii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the

individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.

- (iv) If a Death Benefit is payable and the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.
- (v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.
- (vi) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- (vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.
- (viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

- (ix) **Withdrawal Rights.** Withdrawals from his/her share of the interest in the Contract made by a Continuation Beneficiary under the NQ Beneficiary Continuation Option are not subject to a Withdrawal Charge, if a Death Benefit is payable.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

- (x) Death of the Continuation Beneficiary. Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following added to SECTION 6.03 MANNER OF PAYMENT:*

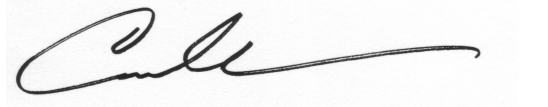
A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.


**6. *The following replaces* SECTION 9.05 ASSIGNMENTS,
NONTRANSFERABILITY, NONFORFEITABILITY**

This Contract may be assigned as collateral or security for a loan [during the first Contract Year only]. We will not be bound by an assignment unless we have received it in writing at our Processing Office and agree to it. Your rights and those of any other person referred to in this Contract will be subject to the assignment. We assume no responsibility for the validity of an assignment or for any rights or obligations between you and the Assignee.

An absolute assignment will be considered a change of ownership to the assignee.

[AXA EQUITABLE LIFE INSURANCE COMPANY]

[

Christopher M. Condrón
Chairman, President and Chief Executive Officer]

[

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract with non-spousal Beneficiary(ies):

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, GMIB and any applicable charge end.]

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the optional GMDB as of the date of the Owner’s death is frozen and adjusted for any Contributions and withdrawals its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GMIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Guaranteed Benefit Investment Options until he/she attains age [75].

If the Owner began taking GMIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Joint Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner’s age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will reinstate the GMDB elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the older Joint Owner’s death, the value of the optional GMDB elected by the Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the older Joint Owner’s age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, the GMIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving Owner is age [75] or younger on the date of death of the original Joint Owner, the surviving Owner may contribute or transfer amounts to the Guaranteed Benefit Investment Options until he/she attains age [75].

If the older Joint Owner began taking GMIB Payment under the Contract, the surviving Owner may continue to receive such payments only if the older Joint Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Non-spousal Joint Owner Contracts:

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, GMIB and any applicable charge end.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, and if the earlier of

- (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday, or
- (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred,

is after the end of the period described in the Five Year Rule, the GMIB and any applicable charge end.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO IRA CONTRACTS

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract, which meets the requirements of Section 408(b) of the Code. This IRA Contract is established for the exclusive benefit of you and your beneficiaries, and the terms below change, or are added to, applicable Sections of this IRA Contract.

[Applicable to a trustee or custodial IRA Owner] [If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code.]

Your entire interest under this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

PART I - DEFINITIONS

1. ANNUITANT. *The following is added at the end of the existing definition:*

You must be both the Annuitant and the Owner, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code.

2. OWNER. *The existing definition is replaced by the following:*

“Owner” means the individual shown on the Data Pages, who must also be the Annuitant. Joint Owners are not available under the Contract. The Owner of this Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where the contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. In such a case “you” and “your” refer to the Annuitant where required by context.]

3. REQUIRED MINIMUM DISTRIBUTION PAYMENTS. *This definition is added:*

“Required Minimum Distribution Payments”, means the payments from or with respect to this Contract that are required by Sections 408(b) and 401(a)(9) of the Code and are discussed in Item 8 of this Endorsement, “Required Minimum Distributions.”

PART III - CONTRIBUTIONS AND ALLOCATIONS

4. LIMITS ON CONTRIBUTIONS. *The following is added at the end of the existing Section:*

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Item 4 any limits on the type, source or amount of contributions we will accept.

(a) “Regular” traditional IRA Contributions; Maximum Permissible Amount

Except in the case of a “rollover contribution” or a direct transfer contribution described in paragraph (b) below, or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Section 408(k) of the Code, the total of such Contributions will not exceed the dollar limits in the next two paragraphs of this Item 4 for any taxable year. We do not accept SEP contributions under this IRA Contract

The total of such Contributions, which are not rollover, direct transfer or SEP contributions to this Contract shall not exceed:

\$4,000 for any taxable year beginning in 2005 through 2007; and
\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If you are age 50 or older, the annual dollar limit on contributions is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

(b) Rollover and Direct Transfer Contributions

A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from an individual retirement account or another individual retirement annuity contract, which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

(d) Other temporary rules

- (1) An individual eligible to do so may make a repayment of a qualified reservist distribution described in Section 72t(2)(G) of the Code during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- (2) In addition to the amounts described above, for purposes of determining the applicable amount of a regular IRA contribution in paragraph (a), if you were a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Section 219(c)(5)(C) of the Code, then the applicable amount is increased by \$3,000. This increase in the applicable amount applies only for the taxable years 2008 and 2009. If you make a larger regular contribution under this provision, you cannot also make age 50 or older contributions as described above in paragraph (b) for the same taxable year.

PART VI-PAYMENT UPON DEATH

5. BENEFICIARY. *The following sentence is added at the end of the second paragraph of the existing Section:*

Unless you specifically elect in writing otherwise, we will treat each beneficiary's share of the Death Benefit payable as a separate account for the benefit of each beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

6. PAYMENT UPON DEATH. *The following is added at the end of the existing Section:*

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See Item 8, "Annuity Benefits and Required Minimum Distributions".

Under either of the following two alternative circumstances a Death Benefit payable as described in this Item 6 will not be distributed at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraphs (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your IRA Contract as described below. See Attachment A to this Endorsement.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Item 6, “you” refers to the Annuitant.]

(1) If you are married at the time of your death, and the only person named as your Beneficiary under the Contract is your surviving spouse, and your surviving spouse elects the “Spousal Continuation” option under your Contract, then no Death Benefit will become payable until after your surviving spouse’s death.

(2) If the “Beneficiary Continuation Option” described in Item 7 is in effect.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Item 6, “you” refers to the Annuitant and your spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse’s election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section “Payment Upon Death”, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in “Effect of Death on any Applicable Optional Rider”, See Attachment A, to this Endorsement.]

The following Section is added at the end of Part VI:

7. BENEFICIARY CONTINUATION OPTION.

Except as otherwise provided herein, this Item 7 will apply only if you die before the Maturity Date and a Death Benefit is payable. The Beneficiary named in this Contract must be an individual.

With the exception of the following paragraph, this Item 7 does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Item 7 applies to a non-individual Beneficiary only if it is a "see-through trust". A see-through trust is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Item 7 applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Item 7 under the terms set forth in (a) through (h) below. Each such Beneficiary electing to continue his or her portion of the interest under this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest under this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

- a. Each Continuation Beneficiary will automatically become the Owner as defined in this Contract with respect to that Continuation Beneficiary's portion of the interest in this Contract. If you have specifically elected under Item 5 of this Endorsement that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the individual used as the measuring life for purposes of calculating the Required Minimum Distribution payments in Item 8, Part B (Minimum Distribution Rules—Required Payments After Death).

- b. If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in this Contract will be determined after any such reset.
- c. The Continuation Beneficiary may transfer amounts among the Investment Options with respect to the Continuation Beneficiary's share of the interest in this Contract.
- d. The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- e. Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in this Contract will be made in accordance with requirements described in Item 8, Part B (Minimum Distribution Rules-Required Payments After Death).
- f. A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue this Contract are not subject to a Withdrawal Charge.
- g. Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated Beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Item 8, Part B (Minimum Distribution Rules-Required Payments After Death).
- h. The Continuation Beneficiary may not assign his/her share of the interest in this Contract. This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary.

PART VII - ANNUITY BENEFITS is changed to "ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS".

This following Section is added at the end of Part VII:

8. REQUIRED MINIMUM DISTRIBUTION RULES.

This Contract is subject to these “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code and the Treasury Regulations that apply.

Part A of this Item 8 describes the Required Minimum Distributions to be made during your lifetime. Part B of this Item 8 describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution Rules may be satisfied by either an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulations. If you do not take Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the “lifetime” Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your “entire interest” in this Contract for purposes of the Required Minimum Distribution Rules. Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA contract, such as guaranteed death benefits.

Required Beginning Date. Your “Required Beginning Date” is the first day of April following the calendar year in which you attain age 70 ½. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -- Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract shall be made in accordance with the requirements of Code Section 408(b)(3) and the Treasury Regulations thereunder, the provisions of which are

herein incorporated by reference. Prior to the date that this Contract is annuitized then distribution of your interest in this Contract must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated beneficiary.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&A A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Minimum Distribution Rules – Required Payments After Death

Death On or After Lifetime Required Minimum Distribution Payments Commence. If you die on or after lifetime Required Minimum Distribution payments commence, any remaining portion of your interest will continue to be distributed under the Annuity Benefit or other option under this Contract.

(b) *Death Before Lifetime Required Minimum Distribution Payments Commence.* If you die before lifetime Required Minimum Distribution Payments commence, your entire interest will be distributed at least as rapidly as follows:

- (1) If your designated beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the

year following the year of your death. In the alternative, the beneficiary may elect to take distribution of your entire interest in accordance with this Item 8, Part B, paragraph (b)(3) below.

- (2) If your sole designated beneficiary is your surviving spouse, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest in accordance with Item 8, Part B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in accordance with Item 8, Part B paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit or other option under this Contract.
 - (3) If there is no individual designated as beneficiary, or if the applicable beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Item 8, Part B, paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Item 8, Part B and reduced by 1 for each subsequent year.
- (c) If the designated beneficiary is your surviving spouse, and the Spousal Continuation option (described above in Item 6) is elected, distribution of your interest need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in this Item 8, or your surviving spouse's death if earlier.

- (d) For purposes of paragraphs (a) and (b) of this Item 8, Part B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in this Item 8, Part B or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

PART VIII-CHARGES

9. WITHDRAWAL CHARGES. *The following is added at the end of the existing Section:*

We reserve the right to waive the Withdrawal Charge on Required Minimum Distribution payments.

PART IX - GENERAL PROVISIONS

10. STATUTORY COMPLIANCE. *The following is added at the end of the existing Section:*

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so upon receipt of notice of such fact, before the Maturity Date. In that case we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

11. REPORTS AND NOTICES. *The following is added at the end of the existing Section:*

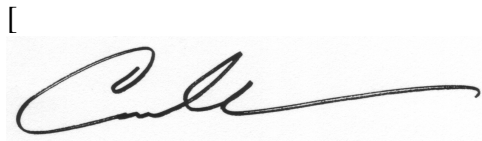
We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

12. ASSIGNMENTS AND TRANSFERABILITY. *The existing Section is replaced by the following:*

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as a security for an obligation.

[AXA EQUITABLE LIFE INSURANCE COMPANY]

[


Christopher M. Condron
Chairman, President and Chief Executive Officer]

[


Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GMIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Guaranteed Benefit Investment Options until he/she attains age [75].

If the Owner began taking GMIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract, which meets the requirements of Section 408(b) of the Code. This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries, and the terms below change, or are added to, applicable Sections of this Roth IRA Contract.

[Applicable to a trustee or custodial Roth IRA Owner] [If the Owner of this Roth IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) and 408A(b) of the Code.]

Your entire interest under this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

PART I - DEFINITIONS

1. ANNUITANT- *The following is added at the end of the existing definition:*

You must be both the Annuitant and the Owner, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code.

2. OWNER- *The existing definition is replaced by the following:*

“Owner” means the individual shown on the Data Pages, who must also be the Annuitant. Joint Owners are not available under the Contract. The Owner of this Contract cannot be changed.

[Applicable to a trustee or custodial Roth IRA Owner] [Where the contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. In such a case “you” and “your” refer to the Annuitant where required by context.]

3. REQUIRED MINIMUM DISTRIBUTION PAYMENTS - *This definition is added:*

“Required Minimum Distribution Payments” means the payments from or with respect to this Contract which are required by Sections 408(b) and 401(a)(9) of the Code and are discussed in Item 8 of this Endorsement, “Required Minimum Distributions”.

PART III – CONTRIBUTIONS AND ALLOCATIONS

4. LIMITS ON CONTRIBUTIONS - *The following is added at the end of the existing Section:*

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Item 4 any limits on the type, source or amount of Contributions we will accept. Your ability to make additional Contributions may also be limited as described in an optional Rider to your Roth IRA Contract. Except as otherwise indicated in this Item 4, an optional Rider, or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA, also referred to as a "non-Roth IRA"; or another source of conversion rollover contributions as described below; or (iv) direct custodian-to custodian transfers from another Roth individual retirement account or another Roth individual annuity contract which meets the requirements of Sections 408 and 408A of the Code.

(a) *Regular Roth IRA Contributions; Maximum Permissible Amount.* Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Item 4, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Item 4, or your "compensation" as defined below in this Item 4, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. A "qualified rollover contribution" is a rollover contribution that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "traditional IRA", also referred to as a "non Roth IRA"). Contributions may be limited under paragraph (c) through paragraph (e) of this Item 4 below.

(b) *Regular Roth IRA Contributions; Applicable Amount.* The applicable amount is determined under paragraph (b)(i) or (b)(ii) of this Item 4 below:

(b)(i) If you are under age 50, the applicable amount is \$4,000 for any taxable year beginning in 2005 through 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter.

(b)(ii) If you are 50 or older, the applicable amount is \$5,000 for any taxable year beginning in 2006 through 2007 and \$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limits in paragraph (b)(i) and (b)(ii) of this Item 4 above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

(c) *Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income.* If paragraph (c)(i) and/or (c)(ii) of this Item 4 apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Item 4.

(i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in paragraph (g) of this Section below) in accordance with the following table:

<u>Filing Status</u>	<u>Full Contribution</u>	<u>Phase-Out Range</u>	<u>No Contribution</u>
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,00 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

(ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) *“Qualified Rollover” or “Conversion Rollover” Contribution Modified AGI Limit.* A “qualified” rollover contribution is a rollover contribution of a distribution from an IRA that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3) of the Code, does not apply if the rollover contribution is from a traditional IRA. For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Section 402A of the Code, and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Section 402e(c)(8)(B) of the Code.

Income Limits on Certain Qualified Rollover Contributions: A “conversion rollover” from a traditional IRA (or another eligible retirement plan other than a Roth IRA or a designated Roth account) cannot be made to this Roth IRA Contract if, for the year the amount is distributed from the traditional IRA or other plan, (i) you are married and file a separate return, (ii) you are married and have “Modified Adjusted Gross Income” or “modified AGI” (described in Paragraph (g) of this Section below) in excess of \$100,000 or (ii) you are married and together you and your spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the income limits in this paragraph do not apply to qualified rollover contributions.

(e) *SIMPLE IRA Limits.* No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

(f) *Recharacterization.* A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this IRA, subject to the limits in paragraph (c) of this Item 4 above.

(g) *Modified AGI.* For purposes paragraphs (c) and (d) of this Item 4, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a “conversion rollover” (a rollover from an eligible retirement plan other than a Roth IRA).

(h) Definition of Compensation for Purposes of Regular Roth IRA Contributions. For purposes of paragraph (a) of this Item 4 above, “compensation” is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402 (c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a traditional IRA.

(i) Other temporary rules. (1) An individual eligible to do so may make a repayment of a qualified reservist distribution described in Section 72(t)(2)(G) of the Code during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

(2) for purposes of determining the applicable amount of a regular Roth IRA contribution in paragraph (b)(i) of this item 4 above, if you were a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Section 219(c)(5)(C) of the Code, then the applicable amount is increased by \$3,000. This increase in the applicable amount applies only for the taxable years 2007, 2008 and 2009. If you make a larger regular contribution under this provision, you cannot make age 50 or older contributions under paragraph (b)(ii) of this Item 4 for the same taxable year.

PART VI – PAYMENT UPON DEATH

5. BENEFICIARY:

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

6. PAYMENT ON DEATH: *The following is added at the end of the existing Section:*

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See Item 8 of this Endorsement, "Annuity Benefits and Required Minimum Distributions".

Under either of the following two alternative circumstances, a Death Benefit payable as described in this Item 6 will not be distributed at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraphs (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit as described in a Rider to your Roth IRA Contract.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Item 6 "you" refers to the Annuitant.]

- (1) If you are married at the time of your death, and the only person named as your Beneficiary is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit will become payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Item 7 of this Endorsement is in effect.

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" in Attachment A of this Endorsement.]

7. BENEFICIARY CONTINUATION OPTION: *The following is added at the end of Part 6 of the Contract:*

Except as otherwise provided herein, this Item 7 will apply only if you die before the Maturity Date and a Death Benefit is payable. The Beneficiary named in this Contract must be an individual.

With the exception of the following paragraph, this Item 7 does not apply to any Beneficiary which is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the Section, "Payment Upon Death" is payable to the Beneficiary.

This Item 7 applies to a non-individual Beneficiary only if it is a "see-through trust". A see-through trust is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Item 7 applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to Item 7 under the terms set forth in (a) through (h) below. Each such Beneficiary electing to continue his or her portion of the interest under the Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest under the Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the, "Payment Upon Death" Section of this Contract.

- a. Each Continuation Beneficiary will automatically become the Owner as defined in the Contract with respect to that Continuation Beneficiary's portion of the interest in the Contract. If you have specifically elected under Item 5 of this Endorsement that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the individual used as the measuring life for calculating payments for purposes of calculating the Required Minimum Distribution payments in Item 8 of this Endorsement (Minimum Distribution Rules–Required Payments After Death).
- b. If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in this Contract will be determined after any such reset.
- c. The Continuation Beneficiary may transfer amounts among the Investment Options with respect to the Continuation Beneficiary's share of the interest in this Contract.
- d. The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- e. Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in this Contract will be made in accordance with requirements described in Item 8 (Minimum Distribution Rules–Required Payments After Death).
- f. A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue this Contract are not subject to a Withdrawal Charge.
- g. Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if

any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Item 8 (Minimum Distribution Rules-Required Payments After Death).

- h. The Continuation Beneficiary may not assign his/her share of the interest in this Contract. This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary.

PART VII – ANNUITY BENEFITS is changed to “ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”.

The following Section is added at the end of Part VI:

8. REQUIRED MINIMUM DISTRIBUTION RULES-REQUIRED PAYMENTS AFTER DEATH:

This Contract is subject to these “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code and the Treasury Regulations which apply.

No amount is required to be distributed prior to your death.

- (a) Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code, and the Regulations thereunder, the provisions of which are herein incorporated by reference.

Prior to the date that the Contract is annuitized, distribution of your interest in this Contract (as determined under paragraph (c) of this Item 8 must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder.

- (b) Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:
 - (1) If the designated Beneficiary is someone other than your surviving spouse, as described in the immediately following paragraph, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the

Beneficiary may elect to the distribution of your entire interest, in accordance with paragraph (b)(3) of this Item 8 below.

- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over your surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest in accordance with paragraph (b)(3) of this Item 8 below. If your surviving spouse dies before these required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over the remaining life expectancy of your surviving spouse's designated Beneficiary, determined using such Beneficiary's age as of his or her birthday in the year following the death of your surviving spouse. In the alternative, your surviving spouse's designated Beneficiary may elect to take distribution of your entire interest in accordance with paragraph (b)(3) of this Item 8 below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit or other option under the Contract.
 - (3) If there is no individual designated as Beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) of this Item 8 above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of your surviving spouse's death before distributions are required to begin under paragraph (b)(2) of this Item 8 above.
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to your surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to your surviving spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Item 8 and reduced by 1 for each subsequent year.
- (c) Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits that will be provided under this Roth IRA Contract, such as survivor benefits in excess of the dollar amount credited.

- (d) For purposes of paragraph (b)(2) of this Item 8 above, required distributions are considered to commence on the date distributions are required to begin to your surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation thereto, then required distributions are considered to commence on the annuity starting date.
- (e) If the designated Beneficiary is your surviving spouse, and the Spousal Continuation option described above in Item 6 is elected, or if this Contract is issued as a Joint Life Contract, and the Successor Owner named in the Contract is also your spouse at death, distribution of your interest need not be made until after your surviving spouse's death.

PART VIII -CHARGES

10. WITHDRAWAL CHARGES – *The following is added at the end of the existing Section:*

We reserve the right to waive the contingent Withdrawal Charge on the Required Minimum Distribution payments.

PART IX - GENERAL PROVISIONS

11. STATUTORY COMPLIANCE - *The following is added at the end of the existing Section:*

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) and 408A(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

12. REPORTS AND NOTICES - *The following is added at the end of the existing Section:*

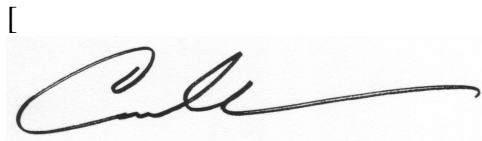
We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

13. ASSIGNMENTS AND TRANSFERABILITY: *The existing Section is replaced by the following:*

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for an obligation.

[AXA EQUITABLE LIFE INSURANCE COMPANY]

[


Christopher M. Condron
Chairman, President and Chief Executive Officer]

[


Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GMIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Guaranteed Benefit Investment Options until he/she attains age [75].

If the Owner began taking GMIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO DEFINED BENEFIT QUALIFIED PLANS

This Endorsement is part of your Contract and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner, except where the Contract indicates that “you” refers to the Annuitant.

1. Part I – DEFINITIONS

Certain definitions in Part I of your Contract are replaced as shown below:

EMPLOYER: “Employer” means any Employer that has adopted a Plan qualified under Section 401(a) of the Code. The Employer is named in the Data pages.

OWNER: “Owner” means the trustee of a trust for the Plan. The Owner with reference to this Contract is named in the Data pages.

PLAN: “Plan” means a defined benefit plan adopted by the Employer that is intended to meet the requirements for qualifications under Section 401(a) of the Code. The Plan is named in the Data pages.

The following definition is added to Part I.

QUALIFIED PLAN: Qualified Plan is a plan that is intended to meet the requirements for qualification under Section 401(a) of the Code.

2. Part III – CONTRIBUTIONS AND ALLOCATIONS

The following is added at the end of SECTION 3.02 LIMITS ON CONTRIBUTIONS

The Employer shall contribute to the Contract such amounts and at such times as shall be determined by the Plan’s actuary in accordance with the Plan. Restrictions on Contributions are stated in the Data pages. No contributions shall be accepted from any employee.

3. Part V - WITHDRAWALS AND TERMINATIONS

*The following paragraph replaces the second paragraph of **SECTION 5.01 WITHDRAWALS***

On the Transaction Date, we will pay the amount of the withdrawal requested or, if less, the Cash Value to the Owner. The amount to be paid plus any Withdrawal Charge which applies (see Section 8.01) will be withdrawn on a pro-rata basis from the amounts held for you in the Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

*The following is added at the end of **SECTION 5.02 CONTRACT TERMINATION**.*

- (e) The Owner directs us to pay out the entire Cash Value under the Contract.
- (f) The Plan ceases to be a Qualified Plan.

4. Part VI - PAYMENT UPON DEATH

*The following is added to **SECTION 6.01 – BENEFICIARY***

The Owner of this Contract shall be the beneficiary of any Death Benefit.

*In **SECTION 6.02 PAYMENT UPON DEATH**, the word “you” is replaced with “the Annuitant” and the word “your” is replaced with “the Annuitant’s.”*

5. Part IX – GENERAL PROVISIONS

*The following is added to **SECTION 9.05 –ASSIGNMENTS AND TRANSFERABILITY***

Any amounts payable pursuant to this Contract may not be assigned, pledged, transferred or encumbered except as permitted under applicable law. The above restriction does not apply to a change authorized by a qualified domestic relations order defined in Section 414(p) of the Code.

*The following sections are added to **Part IX – GENERAL PROVISIONS***

SECTION 9.09 – OWNER’S RESPONSIBILITY

We will make no payment under this Contract without instructions from the Owner in a form we accept and we will be fully discharged from any liability with respect thereto to the extent such payments are made pursuant to such instructions. Further, it is the Owner’s responsibility to determine that any Annuity Benefit form elected and the payment intervals are permitted under the terms of the Plan, the Employee Retirement Income Security Act 1974, the Code and any other applicable laws, rules and regulations.

SECTION 9.10 – PLAN QUALIFICATION

If at any time the Plan is no longer a Qualified Plan, the Owner is to give us prompt written notice thereof. If the Owner gives notice that the Plan is no longer a Qualified Plan, then upon at least thirty days advance written notice to the Owner, we will terminate the Contract as provided under this Section.

[AXA EQUITABLE LIFE INSURANCE COMPANY]

[



Christopher M. Condrón
Chairman and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO DEFINED CONTRIBUTION QUALIFIED PLANS

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, this Contract is a “Qualified Plan Contract” which is issued to a trustee of a trust forming part of a plan that is qualified under Section 401(a) of the Code.

1. Part I – DEFINITIONS

Certain definitions in Part I of your Contract are replaced as shown below:

EMPLOYER: “Employer” means an Employer that has adopted a Plan qualified under Section 401(a) of the Code. The Employer is named in the Data pages.

OWNER: “Owner” means the trust for a Plan and is shown on the Data pages. Joint Owners are not permitted.

PLAN: “Plan” means a defined contribution plan that is established, maintained and qualified under Section 401(a) of the Code. The Plan is named in the Data pages.

2. Part III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02. LIMITS ON CONTRIBUTIONS- The following paragraph is added at the end of SECTION 3.02:

Contributions will be accepted only if they are transfers from other assets under the Plan. If the Plan contains a cash or deferred arrangement qualified under Section 401(k) of the Code, Contributions may include employee pre-tax and employer matching contributions, but not employee after-tax contributions to the Plan.

We do not accept Employer or employee checks. Further restrictions, if any, on the dollar amount, number or source of Contributions are stated in the Data pages.

3. PART V - WITHDRAWALS AND TERMINATION

(i) SECTION 5.02 CERTIFICATE TERMINATION- *The following paragraph is added at the end of this Section:*

(e) The Owner directs us to pay out the Cash Value under this Contract.

(ii) A new Section 5.03 is added to Part V – WITHDRAWALS AND TERMINATION.

SECTION 5.03 SPECIAL CHANGE OF OWNERSHIP RULES

If the Owner instructs us that a distribution to the Annuitant of this Contract in whole or part from the Plan is being made to the Annuitant, then the Contract will cease to be a Qualified Plan Contract and will be converted to an individual retirement annuity contract in whole or in part according to our rules in effect at the time. The converted Contract will have the same Contract Date as this Contract.

4. PART VI – PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY- *The following paragraph is added at the end of this Section:*

The Owner of this Contract must be the Beneficiary. After the death of the Annuitant but before the death benefit is paid, the Owner may instruct us in writing in a form we accept to make the death benefit payable to the Annuitant's beneficiary under the Plan.

5. PART IX – GENERAL PROVISIONS

(i) SECTION 9.05 ASSIGNMENTS, NONTRANSFERABILITY, and NONFORFEITABILITY- *The existing provision is deleted in its entirety and replaced with the following:*

This Contract and any amounts payable pursuant to this Contract may not be assigned, pledged, transferred or encumbered except as permitted under applicable law. This restriction does not apply to actions required by a qualified domestic relations order as defined in Section 414(p) of the Code.

The following are new Sections and are added at the end of Part IX:

(ii) SECTION 9.09 OWNER'S RESPONSIBILITY

We will make not make any payment under this Contract without instructions from the Owner in a form we accept and we will be fully discharged from any liability with respect thereto to the extent such payments are made pursuant to such instructions.

The Owner is responsible for requesting any payments to meet required minimum distribution rules under Section 401(a)(9) of the Code.

(iii) SECTION 9.10 PLAN QUALIFICATION

A “Qualified Plan” is a plan that meets the requirements for qualification under Section 401(a) of the Code. The Owner is to provide evidence satisfactory to us that the Plan meets the requirements of Section 401(a) and is a Qualified Plan. If at any time the Plan is no longer a Qualified Plan, the Owner is to give us prompt written notice thereof.

If the Owner gives notice that the Plan is no longer a Qualified Plan, then upon at least thirty days advance written notice to the Owner, we will terminate the Contract under Part V and pay the Cash Value to the Owner.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

A handwritten signature in black ink, appearing to read "Condron", written over a light gray rectangular background.

Christopher M. Condron
Chairman and Chief Executive Officer]

[

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written over a light gray rectangular background.

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

**AXA Equitable Life Insurance Company****[B-Share]**
AXA Advisors, LLC**Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable**First-Class Mail:** AXA Equitable, [B-Share] P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, [B-Share] 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call [800-338-3434]****[www.AXAonline.com]****1. Contract Specifics****A. Type of Contract** (Please choose one.)☐ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ Qualified Plan Defined Contribution (DC)☐ Qualified Plan Defined Benefit (DB)☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)¹☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)¹☐ Non-spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹¹ GIB and Special DCA are not available.**B. Total Initial Contribution(s): \$ _____****Specify Method(s) of Payment:**☐ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA or Roth)☐ Rollover (IRA or Roth)☐ IRA Regular Contribution for the year 20__ (IRA or Roth)☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)**2. Account Registration** (Please print)**A. Owner** (Must be legal resident of US.)☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State _____ Child's SSN _____)☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner ☐ Non-Spousal Beneficiary & Deceased QP Participant☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted

City

State

ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address

B. Joint Owner (Must be legal resident of US.) NQ only

• The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted

City

State

ZIP Code

Email Address

C. Annuitant (If other than Owner.)

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name

Relationship to Owner _____

2. _____ %
Primary Beneficiary Name

Relationship to Owner _____

3. _____ %
Primary Beneficiary Name

Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name

2. _____ %
Contingent Beneficiary Name

3. _____ %
Contingent Beneficiary Name

5. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 7. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value. For Owner issue ages [76-85] the only Death Benefit available is the Annuity Account Value Death Benefit.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age [75]. Owners with issue ages [76-85] must check box 6A only.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)

STOP

Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are [20-75]

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age [85])
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only

STOP

If you elected GIB do not complete this section.

- For Owner Issue ages [76-85] the Certificate/Contract will be issued with the Annuity Account Value Death Benefit funded exclusively with the Non-Guaranteed Benefit Investment Options.
- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age [85]) – Owner issue ages [0-75]
- ☐ Return of Principal* – Owner issue age [0-75]

* There is no charge for the Return of Principal.

STOP

I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 7A and/or any Special DCA in Section 7B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%

Total (1) + (2) (must equal 100%) _____%

B. Special DCA Allocation

You may have one Special DCA program in effect at any given time. Rules applicable to the Special DCA options are described below.

Special Dollar Cost Averaging (Special DCA)

- You may Special DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special DCA, then 100% of the Contribution must be allocated to the Special DCA Account. The same allocation applicable to your initial Contribution will apply to the Special DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

☐ 3 months ☐ 6 months ☒ 12 months

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options**Non-Guaranteed Benefit Investment Options**

Percentages must be whole numbers

Category 1:**AXA Strategic Allocation** – There is no minimum or maximum for this Category.**Contribution
Allocation %
(Required)**

_____ % GB AXA Balanced Strategy
 _____ % GB AXA Conservative Growth Strategy
 _____ % GB AXA Conservative Strategy
 _____ % GB AXA Moderate Growth Strategy

Category 2:**Fixed Income** – You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____ % GB EQ/Core Bond Index
 _____ % GB EQ/Intermediate Government Bond Index

Category 3:**Equity** – If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____ % GB AXA Growth Strategy
 _____ % GB AXA Tactical Manager Portfolio 400*
 _____ % GB AXA Tactical Manager Portfolio 500
 _____ % GB AXA Tactical Manager Portfolio 2000*
 _____ % GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

**Guaranteed Benefit Investment Option TOTALS – MUST
EQUAL 100%**

_____ % + _____ % + _____ % = 100 %
 Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in Line (1).

Percentages must be whole numbers

**Contribution
Allocation %
(Required)****DCA
Allocation %¹**

_____ %	EQ/AllianceBernstein Small Cap Growth	_____ %
_____ %	AXA Balanced Strategy	_____ %
_____ %	AXA Conservative Growth Strategy	_____ %
_____ %	AXA Conservative Strategy	_____ %
_____ %	AXA Growth Strategy	_____ %
_____ %	AXA Moderate Growth Strategy	_____ %
_____ %	AXA Tactical Manager Portfolio 400	_____ %
_____ %	AXA Tactical Manager Portfolio 500	_____ %
_____ %	AXA Tactical Manager Portfolio 2000	_____ %
_____ %	AXA Tactical Manager Portfolio EIFA	_____ %
_____ %	EQ/BlackRock International Value	_____ %
_____ %	EQ/Core Bond Index	_____ %
_____ %	EQ/Dynamic Sector ETF	_____ %
_____ %	EQ/Intermediate Government Bond Index	_____ %
_____ %	EQ/International Core PLUS	_____ %
_____ %	EQ/International Growth	_____ %
_____ %	EQ/Mid Cap Index	_____ %
_____ %	EQ/Mid Cap Value PLUS	_____ %
_____ %	EQ/Oppenheimer Global	_____ %
_____ %	EQ/Small Company Index	_____ %
_____ %	Multimanager International Equity	_____ %
_____ %	Multimanager Mid Cap Growth	_____ %
_____ %	Multimanager Mid Cap Value	_____ %
_____ %	Multimanager Small Cap Growth	_____ %
_____ %	Multimanager Small Cap Value	_____ %
_____ %	Guaranteed Interest Option (GIO)	_____ % ^{2,3}

100%
TOTAL%

**Non-Guaranteed Benefit
Investment Option⁴**

100%
TOTAL%

¹ Required if Special DCA is elected in 7B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make DCA allocations to the GIO if you have elected 100% Special DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

8. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

9. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

10. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age [95] for the GIB and age [85] for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at [1-800-789-7771] and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

12. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature	Social Security Number	Agent Code
_____	_____ % () -	_____
Print Name		Phone Number
_____		_____
Client Account Number	Email Address	Agent Location
_____	_____	_____

X

Financial Professional Signature	Social Security Number	Agent Code
_____	_____ % () -	_____
Print Name		Phone Number
_____		_____

X

Financial Professional Signature	Social Security Number	Agent Code
_____	_____ % () -	_____
Print Name		Phone Number
_____		_____

X

Financial Professional Signature	Social Security Number	Agent Code
_____	_____ % () -	_____
Print Name		Phone Number
_____		_____

Financial Professional Use Only. Contact your home office for program information. ☐ **Option I** ☐ **Option II** (Once selected, program cannot be changed.)

**AXA EQUITABLE**

Enrollment Form/Application

[B-Share]**AXA Equitable Life Insurance Company****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable**[First-Class Mail:** AXA Equitable, B-Share, P.O. Box 1577, Secaucus, NJ 07096-1577]**[Express Mail:** AXA Equitable, B-Share, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619]**For assistance, please call [888-517-9900]****[www.axadistributors.com]****1. Contract Specifics****A. Type of Contract** (Please choose one.)

- ☒ Non-Qualified (NQ)
 ☐ Qualified Plan Defined Benefit (DB)
- ☐ Traditional IRA
 ☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)¹
- ☐ Roth IRA
 ☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)¹
- ☐ Qualified Plan Defined Contribution (DC)
 ☐ Non-spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹

¹ GIB and Special DCA are not available.**B. Total Initial Contribution(s): \$ _____****Specify Method(s) of Payment:**

- ☒ Check or Wire
 ☐ Rollover (IRA or Roth)
- ☐ 1035 Exchange (from Single Owner Contract, NQ only)
 ☐ IRA Regular Contribution for the year 20__ (IRA or Roth)
- ☐ 1035 Exchange (from Joint Owner Contract, NQ only)
 ☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)
- ☐ CD or Mutual Fund Proceeds (NQ only)
- ☐ Direct Transfer (IRA or Roth)

2. Account Registration (Please print)**A. Owner** (Must be legal resident of US.)

- ☒ Individual
 ☐ Trust
 ☐ Qualified Plan Trust (DC/DB)
 ☐ UGMA/UTMA (State _____ Child's SSN _____)
- ☐ Custodian (IRA/Roth)
 ☐ Other Non-Natural Owner
 ☐ Beneficiary of Deceased IRA Owner
- ☐ Non-Spousal Beneficiary & Deceased QP Participant
- ☐ Male
 ☐ Female
 Date of Birth (mm/dd/yyyy) _____
 Daytime Phone # _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address

B. Joint Owner (Must be legal resident of US.) NQ only

- The individual designated below is the Joint Owner.

☐ Male
 ☐ Female
 Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Email Address

C. Annuitant (If other than Owner.)

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name

Relationship to Owner _____

2. _____ %
Primary Beneficiary Name

Relationship to Owner _____

3. _____ %
Primary Beneficiary Name

Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name

2. _____ %
Contingent Beneficiary Name

3. _____ %
Contingent Beneficiary Name

5. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 8. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value. For Owner issue ages [76-85], the only Death Benefit available is the Annuity Account Value Death Benefit.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age [75]. Owners with issues ages [76-85] must check box 6A only.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)

STOP Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are [20-75]

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age [85])
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only

STOP If you elected GIB do not complete this section.

- For Owner Issue ages [76-85], the Certificate/Contract will be issued with the Annuity Account Value Death Benefit funded exclusively with the Non-Guaranteed Benefit Investment Options.
- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age [85]) - Owner issue ages [0-75]
- ☐ Return of Principal* - Owner issue age [0-75]

* There is no charge for the Return of Principal.

STOP I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 13 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

8. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 8A and/or any Special DCA in Section 8B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%
Total (1) + (2) (must equal 100%) _____%	

B. Special DCA Allocation

You may have one Special DCA program in effect at any given time. Rules applicable to the Special DCA options are described below.

Special Dollar Cost Averaging (Special DCA)

- You may Special DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special DCA, then 100% of the Contribution must be allocated to the Special DCA Account. The same allocation applicable to your initial Contribution will apply to the Special DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

☒ 3 months ☐ 6 months ☐ 12 months

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options

Percentages must be whole numbers

Category 1:**AXA Strategic Allocation** – There is no minimum or maximum for this Category.**Contribution
Allocation %
(Required)**

_____ % GB AXA Balanced Strategy
 _____ % GB AXA Conservative Growth Strategy
 _____ % GB AXA Conservative Strategy
 _____ % GB AXA Moderate Growth Strategy

Category 2:**Fixed Income** – You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____ % GB EQ/Core Bond Index
 _____ % GB EQ/Intermediate Government Bond Index

Category 3:**Equity** – If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____ % GB AXA Growth Strategy
 _____ % GB AXA Tactical Manager Portfolio 400*
 _____ % GB AXA Tactical Manager Portfolio 500
 _____ % GB AXA Tactical Manager Portfolio 2000*
 _____ % GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

**Guaranteed Benefit Investment Option TOTALS – MUST
EQUAL 100%**

_____ % + _____ % + _____ % = 100 %
 Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in Line (1).

Non-Guaranteed Benefit Investment Options

Percentages must be whole numbers

**Contribution
Allocation %
(Required)****DCA
Allocation %¹**

_____ %	EQ/AllianceBernstein Small Cap Growth	_____ %
_____ %	AXA Balanced Strategy	_____ %
_____ %	AXA Conservative Growth Strategy	_____ %
_____ %	AXA Conservative Strategy	_____ %
_____ %	AXA Growth Strategy	_____ %
_____ %	AXA Moderate Growth Strategy	_____ %
_____ %	AXA Tactical Manager Portfolio 400	_____ %
_____ %	AXA Tactical Manager Portfolio 500	_____ %
_____ %	AXA Tactical Manager Portfolio 2000	_____ %
_____ %	AXA Tactical Manager Portfolio EIFA	_____ %
_____ %	EQ/BlackRock International Value	_____ %
_____ %	EQ/Core Bond Index	_____ %
_____ %	EQ/Dynamic Sector ETF	_____ %
_____ %	EQ/Intermediate Government Bond Index	_____ %
_____ %	EQ/International Core PLUS	_____ %
_____ %	EQ/International Growth	_____ %
_____ %	EQ/Mid Cap Index	_____ %
_____ %	EQ/Mid Cap Value PLUS	_____ %
_____ %	EQ/Oppenheimer Global	_____ %
_____ %	EQ/Small Company Index	_____ %
_____ %	Multimanager International Equity	_____ %
_____ %	Multimanager Mid Cap Growth	_____ %
_____ %	Multimanager Mid Cap Value	_____ %
_____ %	Multimanager Small Cap Growth	_____ %
_____ %	Multimanager Small Cap Value	_____ %
_____ %	Guaranteed Interest Option (GIO)	_____ % ^{2,3}

100%
TOTAL%

**Non-Guaranteed Benefit
Investment Option⁴**

100%
TOTAL%

¹ Required if Special DCA is elected in 8B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make DCA allocations to the GIO if you have elected 100% Special DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

11. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

12. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

13. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature	Social Security Number	Rep. Code
		% () -
Print Name		Phone Number

Client Account Number at Broker-Dealer	Email Address	Broker Dealer Name
--	---------------	--------------------

X

Secondary Registered Representative Signature	Social Security Number	Rep. Code
		% () -
Print Name		Phone Number

Registered Representative Use Only. Contact your home office for program information.

☐ Option I ☐ Option II ☐ Option III ☐ Option IV ☐ Option V (Once selected, program cannot be changed.)

**AXA EQUITABLE****AXA Equitable Life Insurance Company**

Enrollment Form/Application

[C-Share]
AXA Advisors, LLC**Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable**First-Class Mail:** AXA Equitable, [C-Share], P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, [C-Share], 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call [800-338-3434]****[www.AXAonline.com]****1. Contract Specifics****A. Type of Contract** (Please choose one.)

- ☐ Non-Qualified (NQ)
☐ Traditional IRA
☐ Roth IRA
- ☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)¹
☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)¹
☐ Non-spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹

¹ GIB and Special Money Market DCA are not available.**B. Total Initial Contribution(s): \$ _____****Specify Method(s) of Payment:**

- ☐ Check or Wire
☐ 1035 Exchange (from Single Owner Contract, NQ only)
☐ 1035 Exchange (from Joint Owner Contract, NQ only)
☐ CD or Mutual Fund Proceeds (NQ only)
- ☐ Direct Transfer (IRA or Roth)
☐ Rollover (IRA or Roth)
☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)

2. Account Registration (Please print)**A. Owner (Must be legal resident of US.)**

- ☐ Individual ☐ Trust ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner ☐ Non-Spousal Beneficiary & Deceased QP Participant
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address

B. Joint Owner (Must be legal resident of US.) NQ only

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Email Address

C. Annuitant (If other than Owner.)

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name
Relationship to Owner _____
2. _____ %
Primary Beneficiary Name
Relationship to Owner _____
3. _____ %
Primary Beneficiary Name
Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name
2. _____ %
Contingent Beneficiary Name
3. _____ %
Contingent Beneficiary Name

5. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 7. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value. For Owner issue ages [76-85] the only Death Benefit available is the Annuity Account Value Death Benefit.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age [75]; Owners with issues ages [76-85] must check box 6A only.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)

STOP Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are [20-75]

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age [85])
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only

STOP If you elected GIB do not complete this section.

- For Owner Issue ages [76-85] the Certificate/Contract will be issued with the Annuity Account Value Death Benefit funded exclusively with the Non-Guaranteed Benefit Investment Options.
- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age [85]) – Owner issue ages [0-75]
- ☐ Return of Principal* – Owner issue age [0-75]

* There is no charge for the Return of Principal.

STOP I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 7A and/or any Special Money Market DCA in Section 7B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%

Total (1) + (2) (must equal 100%) _____%

B. Special Money Market DCA Allocation

You may have one Special Money Market DCA program in effect at any given time. Rules applicable to the Special Money Market DCA options are described below.

Special Money Market Dollar Cost Averaging (Special Money Market DCA)

- You may Special Money Market DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special Money Market DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special Money Market DCA, then 100% of the Contribution must be allocated to the Special Money Market DCA Account. The same allocation applicable to your initial Contribution will apply to the Special Money Market DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Money Market Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Money Market Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

[☐ 3 months ☐ 6 months ☐ 12 months]

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options

Percentages must be whole numbers

Category 1:**AXA Strategic Allocation** – There is no minimum or maximum for this Category.**Contribution
Allocation %
(Required)**

_____% GB AXA Balanced Strategy
_____% GB AXA Conservative Growth Strategy
_____% GB AXA Conservative Strategy
_____% GB AXA Moderate Growth Strategy

Category 2:**Fixed Income** – You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____% GB EQ/Core Bond Index
_____% GB EQ/Intermediate Government Bond Index

Category 3:**Equity** – If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____% GB AXA Growth Strategy
_____% GB AXA Tactical Manager Portfolio 400*
_____% GB AXA Tactical Manager Portfolio 500
_____% GB AXA Tactical Manager Portfolio 2000*
_____% GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

**Guaranteed Benefit Investment Option TOTALS – MUST
EQUAL 100%**

_____% + _____% + _____% = 100 %
Category 1 Category 2 Category 3 **TOTAL****

** This amount represents 100% of the percentage shown above in Line (1).

Non-Guaranteed Benefit Investment Options

Percentages must be whole numbers

**Contribution
Allocation %
(Required)****DCA
Allocation %¹**

_____%	EQ/AllianceBernstein Small Cap Growth	_____%
_____%	AXA Balanced Strategy	_____%
_____%	AXA Conservative Growth Strategy	_____%
_____%	AXA Conservative Strategy	_____%
_____%	AXA Growth Strategy	_____%
_____%	AXA Moderate Growth Strategy	_____%
_____%	AXA Tactical Manager Portfolio 400	_____%
_____%	AXA Tactical Manager Portfolio 500	_____%
_____%	AXA Tactical Manager Portfolio 2000	_____%
_____%	AXA Tactical Manager Portfolio EIFA	_____%
_____%	EQ/BlackRock International Value	_____%
_____%	EQ/Core Bond Index	_____%
_____%	EQ/Dynamic Sector ETF	_____%
_____%	EQ/Intermediate Government Bond Index	_____%
_____%	EQ/International Core PLUS	_____%
_____%	EQ/International Growth	_____%
_____%	EQ/Mid Cap Index	_____%
_____%	EQ/Mid Cap Value PLUS	_____%
_____%	EQ/Oppenheimer Global	_____%
_____%	EQ/Small Company Index	_____%
_____%	Multimanager International Equity	_____%
_____%	Multimanager Mid Cap Growth	_____%
_____%	Multimanager Mid Cap Value	_____%
_____%	Multimanager Small Cap Growth	_____%
_____%	Multimanager Small Cap Value	_____%
_____%	Guaranteed Interest Option (GIO)	_____% ^{2,3}

100%

TOTAL%

**Non-Guaranteed Benefit
Investment Option⁴**100%

TOTAL%

¹ Required if Special Money Market DCA is elected in 7B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make Money Market DCA allocations to the GIO if you have elected 100% Special Money Market DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

8. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

9. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

10. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

12. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % () -	Phone Number
_____	_____	_____
Client Account Number	Email Address	Agent Location

X

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % () -	Phone Number

X

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % () -	Phone Number

X

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % () -	Phone Number

**AXA EQUITABLE**

Enrollment Form/Application

[C-Share]**AXA Equitable Life Insurance Company****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable**First-Class Mail:** AXA Equitable, [C-Share], P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, [C-Share], 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call 888-517-9900****[www.axadistributors.com]****1. Contract Specifics****A. Type of Contract** (Please choose one.)

- ☐ Non-Qualified (NQ)
☐ Traditional IRA
☐ Roth IRA

- ☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)¹
☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)¹
☐ Non-spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹

¹ GIB and Special Money Market DCA are not available.**B. Total Initial Contribution(s): \$ _____****Specify Method(s) of Payment:**

- ☐ Check or Wire
☐ 1035 Exchange (from Single Owner Contract, NQ only)
☐ 1035 Exchange (from Joint Owner Contract, NQ only)
☐ CD or Mutual Fund Proceeds (NQ only)
- ☐ Direct Transfer (IRA or Roth)
☐ Rollover (IRA or Roth)
☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)

2. Account Registration (Please print)**A. Owner** (Must be legal resident of US.)

- ☐ Individual ☐ Trust ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Custodian IRA ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner
☐ Non-Spousal Beneficiary & Deceased QP Participant
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address

B. Joint Owner (Must be legal resident of US.) NQ only

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Email Address

C. Annuitant (If other than Owner.)

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name

Relationship to Owner _____

2. _____ %
Primary Beneficiary Name

Relationship to Owner _____

3. _____ %
Primary Beneficiary Name

Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name

2. _____ %
Contingent Beneficiary Name

3. _____ %
Contingent Beneficiary Name

5. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 8. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value. For Owner issue ages [76-85], the only Death Benefit available is the Annuity Account Value Death Benefit.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age [75]. Owners with issues ages [76-85] must check box 6A only.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)

STOP

Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are [20-75]

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age [85])
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only

STOP

If you elected GIB do not complete this section.

- For Owner Issue ages [76-85] the Certificate/Contract will be issued with the Annuity Account Value Death Benefit funded exclusively with the Non-Guaranteed Benefit Investment Options.
- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age [85]) – Owner issue ages [0-75]
- ☐ Return of Principal* – Owner issue ages [0-75]

* There is no charge for the Return of Principal.

STOP

I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 13 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

8. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 8A and/or any Special Money Market DCA in Section 8B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%
Total (1) + (2) (must equal 100%) _____%	

B. Special Money Market DCA Allocation

You may have one Special Money Market DCA program in effect at any given time. Rules applicable to the Special Money Market DCA options are described below.

Special Money Market Dollar Cost Averaging (Special Money Market DCA)

- You may Special Money Market DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special Money Market DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special Money Market DCA, then 100% of the Contribution must be allocated to the Special Money Market DCA Account. The same allocation applicable to your initial Contribution will apply to the Special Money Market DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Money Market Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Money Market Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

☒ 3 months ☐ 6 months ☐ 12 months

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options

Percentages must be whole numbers

Category 1:**AXA Strategic Allocation** – There is no minimum or maximum for this Category.**Contribution
Allocation %
(Required)**

_____ % GB AXA Balanced Strategy
_____ % GB AXA Conservative Growth Strategy
_____ % GB AXA Conservative Strategy
_____ % GB AXA Moderate Growth Strategy

Category 2:**Fixed Income** – You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____ % GB EQ/Core Bond Index
_____ % GB EQ/Intermediate Government Bond Index

Category 3:**Equity** – If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____ % GB AXA Growth Strategy
_____ % GB AXA Tactical Manager Portfolio 400*
_____ % GB AXA Tactical Manager Portfolio 500
_____ % GB AXA Tactical Manager Portfolio 2000*
_____ % GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

**Guaranteed Benefit Investment Option TOTALS – MUST
EQUAL 100%**

_____ % + _____ % + _____ % = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in Line (1).

Non-Guaranteed Benefit Investment Options

Percentages must be whole numbers

**Contribution
Allocation %
(Required)****DCA
Allocation %¹**

_____ %	EQ/AllianceBernstein Small Cap Growth	_____ %
_____ %	AXA Balanced Strategy	_____ %
_____ %	AXA Conservative Growth Strategy	_____ %
_____ %	AXA Conservative Strategy	_____ %
_____ %	AXA Growth Strategy	_____ %
_____ %	AXA Moderate Growth Strategy	_____ %
_____ %	AXA Tactical Manager Portfolio 400	_____ %
_____ %	AXA Tactical Manager Portfolio 500	_____ %
_____ %	AXA Tactical Manager Portfolio 2000	_____ %
_____ %	AXA Tactical Manager Portfolio EIFA	_____ %
_____ %	EQ/BlackRock International Value	_____ %
_____ %	EQ/Core Bond Index	_____ %
_____ %	EQ/Dynamic Sector ETF	_____ %
_____ %	EQ/Intermediate Government Bond Index	_____ %
_____ %	EQ/International Core PLUS	_____ %
_____ %	EQ/International Growth	_____ %
_____ %	EQ/Mid Cap Index	_____ %
_____ %	EQ/Mid Cap Value PLUS	_____ %
_____ %	EQ/Oppenheimer Global	_____ %
_____ %	EQ/Small Company Index	_____ %
_____ %	Multimanager International Equity	_____ %
_____ %	Multimanager Mid Cap Growth	_____ %
_____ %	Multimanager Mid Cap Value	_____ %
_____ %	Multimanager Small Cap Growth	_____ %
_____ %	Multimanager Small Cap Value	_____ %
_____ %	Guaranteed Interest Option (GIO)	_____ % ^{2,3}

100%
TOTAL%

**Non-Guaranteed Benefit
Investment Option⁴**

100%
TOTAL%

¹ Required if Special Money Market DCA is elected in 8B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make Money Market DCA allocations to the GIO if you have elected 100% Special Money Market DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

11. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

12. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

13. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature	Social Security Number	Rep. Code
		% () -
Print Name		Phone Number
<hr/>		
Client Account Number at Broker-Dealer	Email Address	Broker-Dealer Name

X

Sceondary Registered Representative Signature	Social Security Number	Rep. Code
		% () -
Print Name		Phone Number

Registered Representative Use Only. Contact your home office for program information. ☐ Option I ☐ Option II
(Once selected, program cannot be changed.)

**AXA EQUITABLE****AXA Equitable Life Insurance Company**

Enrollment Form/Application

**[L-Share]
AXA Advisors, LLC****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable**First-Class Mail:** AXA Equitable, [L-Share] P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, [L-Share] 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call [800-338-3434]****[www.AXAonline.com]****1. Contract Specifics****A. Type of Contract** (Please choose one.)☐ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ Qualified Plan Defined Contribution (DC)☐ Qualified Plan Defined Benefit (DB)☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)¹☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)¹☐ Non-spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹¹ GIB and Special DCA are not available.**B. Total Initial Contribution(s): \$ _____****Specify Method(s) of Payment:**☐ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA or Roth)☐ Rollover (IRA or Roth)☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)**2. Account Registration** (Please print)**A. Owner** (Must be legal resident of US.)☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State _____ Child's SSN _____)☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner ☐ Non-Spousal Beneficiary & Deceased QP Participant☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address _____

B. Joint Owner (Must be legal resident of US.) NQ only

• The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City _____ State _____ ZIP Code _____

Email Address _____

C. Annuitant (If other than Owner.)

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name

Relationship to Owner _____

2. _____ %
Primary Beneficiary Name

Relationship to Owner _____

3. _____ %
Primary Beneficiary Name

Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name

2. _____ %
Contingent Beneficiary Name

3. _____ %
Contingent Beneficiary Name

5. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 7. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value. For Owner issue ages [76-85] the only Death Benefit available is the Annuity Account Value Death Benefit.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age [75]. Owners with issues ages [76-85] must check box 6A only.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)



Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are [20-75]

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age [85])
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only



If you elected GIB do not complete this section.

- For Owner Issue ages [76-85] the Certificate/Contract will be issued with the Annuity Account Value Death Benefit funded exclusively with the Non-Guaranteed Benefit Investment Options.
- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age [85] – Owner issue ages [0-75])
- ☐ Return of Principal* – Owner issue age [0-75]

* There is no charge for the Return of Principal.



I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 7A and/or any Special DCA in Section 7B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%

Total (1) + (2) (must equal 100%) _____%

B. Special DCA Allocation

You may have one Special DCA program in effect at any given time. Rules applicable to the Special DCA options are described below.

Special Dollar Cost Averaging (Special DCA)

- You may Special DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special DCA, then 100% of the Contribution must be allocated to the Special DCA Account. The same allocation applicable to your initial Contribution will apply to the Special DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

☐ 3 months ☐ 6 months ☐ 12 months

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options

Percentages must be whole numbers

Category 1:**AXA Strategic Allocation** – There is no minimum or maximum for this Category.**Contribution
Allocation %
(Required)**

_____ % GB AXA Balanced Strategy
_____ % GB AXA Conservative Growth Strategy
_____ % GB AXA Conservative Strategy
_____ % GB AXA Moderate Growth Strategy

Category 2:**Fixed Income** – You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____ % GB EQ/Core Bond Index
_____ % GB EQ/Intermediate Government Bond Index

Category 3:**Equity** – If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____ % GB AXA Growth Strategy
_____ % GB AXA Tactical Manager Portfolio 400*
_____ % GB AXA Tactical Manager Portfolio 500
_____ % GB AXA Tactical Manager Portfolio 2000*
_____ % GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

**Guaranteed Benefit Investment Option TOTALS – MUST
EQUAL 100%**

_____ % + _____ % + _____ % = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in Line (1).

Non-Guaranteed Benefit Investment Options

Percentages must be whole numbers

**Contribution
Allocation %
(Required)****DCA
Allocation %¹**

_____ %	EQ/AllianceBernstein Small Cap Growth	_____ %
_____ %	AXA Balanced Strategy	_____ %
_____ %	AXA Conservative Growth Strategy	_____ %
_____ %	AXA Conservative Strategy	_____ %
_____ %	AXA Growth Strategy	_____ %
_____ %	AXA Moderate Growth Strategy	_____ %
_____ %	AXA Tactical Manager Portfolio 400	_____ %
_____ %	AXA Tactical Manager Portfolio 500	_____ %
_____ %	AXA Tactical Manager Portfolio 2000	_____ %
_____ %	AXA Tactical Manager Portfolio EIFA	_____ %
_____ %	EQ/BlackRock International Value	_____ %
_____ %	EQ/Core Bond Index	_____ %
_____ %	EQ/Dynamic Sector ETF	_____ %
_____ %	EQ/Intermediate Government Bond Index	_____ %
_____ %	EQ/International Core PLUS	_____ %
_____ %	EQ/International Growth	_____ %
_____ %	EQ/Mid Cap Index	_____ %
_____ %	EQ/Mid Cap Value PLUS	_____ %
_____ %	EQ/Oppenheimer Global	_____ %
_____ %	EQ/Small Company Index	_____ %
_____ %	Multimanager International Equity	_____ %
_____ %	Multimanager Mid Cap Growth	_____ %
_____ %	Multimanager Mid Cap Value	_____ %
_____ %	Multimanager Small Cap Growth	_____ %
_____ %	Multimanager Small Cap Value	_____ %
_____ %	Guaranteed Interest Option (GIO)	_____ % ^{2,3}

100%
TOTAL%

**Non-Guaranteed Benefit
Investment Option⁴**

100%
TOTAL%

¹ Required if Special DCA is elected in 7B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make DCA allocations to the GIO if you have elected 100% Special DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

8. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

9. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

10. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollover rate used for the rollover benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age[95] for the GIB and age[85] for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at [1-800-789-7771] and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

12. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

Client Account Number	Email Address	Agent Location
-----------------------	---------------	----------------

X

Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

X

Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

X

Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

Financial Professional Use Only. Contact your home office for program information. ☐ Option I ☐ Option II (Once selected, program cannot be changed.)

**AXA EQUITABLE**

Enrollment Form/Application

[L-Share]**AXA Equitable Life Insurance Company****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable**First-Class Mail:** AXA Equitable [L-Share] P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable [L-Share] 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call [888-517-9900]****[www.axadistributors.com]****1. Contract Specifics****A. Type of Contract** (Please choose one.)☐ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ Qualified Plan Defined Contribution (DC)☒ Qualified Plan Defined Benefit (DB)☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)¹☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)¹☐ Non-spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹¹ GIB and Special DCA are not available.**B. Total Initial Contribution(s): \$ _____****Specify Method(s) of Payment:**☒ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA or Roth)☐ Rollover (IRA or Roth)☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)**2. Account Registration** (Please print)**A. Owner** (Must be legal resident of US.)☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State _____ Child's SSN _____)☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner☐ Non-Spousal Beneficiary & Deceased QP Participant☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address _____

B. Joint Owner (Must be legal resident of US.) NQ only

• The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City _____ State _____ ZIP Code _____

Email Address _____

C. Annuitant (If other than Owner.)

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name

Relationship to Owner _____

2. _____ %
Primary Beneficiary Name

Relationship to Owner _____

3. _____ %
Primary Beneficiary Name

Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name

2. _____ %
Contingent Beneficiary Name

3. _____ %
Contingent Beneficiary Name

5. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 8. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value. For Owner issue ages 76-85 the only Death Benefit available is the Annuity Account Value Death Benefit.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age 75. Owners with issues ages 76-85 must check box 6A only.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)

STOP Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are 20-75.

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age 85 GMDB or Annual Ratchet to Age 85 GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age 85)
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only

STOP If you elected GIB do not complete this section.

- For Owner Issue ages 76-85 the Certificate/Contract will be issued with the Annuity Account Value Death Benefit funded exclusively with the Non-Guaranteed Benefit Investment Options.
- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age 85) – Owner issue ages 0-75
- ☐ Return of Principal* – Owner issue age 0-75

* There is no charge for the Return of Principal.

STOP I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 13 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

8. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 8A and/or any Special DCA in Section 8B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%
Total (1) + (2) (must equal 100%) _____%	

B. Special DCA Allocation

You may have one Special DCA program in effect at any given time. Rules applicable to the Special DCA options are described below.

Special Dollar Cost Averaging (Special DCA)

- You may Special DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special DCA, then 100% of the Contribution must be allocated to the Special DCA Account. The same allocation applicable to your initial Contribution will apply to the Special DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

☐ 3 months ☐ 6 months ☐ 12 months

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options**Non-Guaranteed Benefit Investment Options**

Percentages must be whole numbers

Category 1:**AXA Strategic Allocation** – There is no minimum or maximum for this Category.**Contribution
Allocation %
(Required)**

_____ % GB AXA Balanced Strategy
_____ % GB AXA Conservative Growth Strategy
_____ % GB AXA Conservative Strategy
_____ % GB AXA Moderate Growth Strategy

Category 2:**Fixed Income** – You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____ % GB EQ/Core Bond Index
_____ % GB EQ/Intermediate Government Bond Index

Category 3:**Equity** – If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____ % GB AXA Growth Strategy
_____ % GB AXA Tactical Manager Portfolio 400*
_____ % GB AXA Tactical Manager Portfolio 500
_____ % GB AXA Tactical Manager Portfolio 2000*
_____ % GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

**Guaranteed Benefit Investment Option TOTALS – MUST
EQUAL 100%**

_____ % + _____ % + _____ % = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in Line (1).

Percentages must be whole numbers

**Contribution
Allocation %
(Required)****DCA
Allocation %¹**

_____ %	EQ/AllianceBernstein Small Cap Growth	_____ %
_____ %	AXA Balanced Strategy	_____ %
_____ %	AXA Conservative Growth Strategy	_____ %
_____ %	AXA Conservative Strategy	_____ %
_____ %	AXA Growth Strategy	_____ %
_____ %	AXA Moderate Growth Strategy	_____ %
_____ %	AXA Tactical Manager Portfolio 400	_____ %
_____ %	AXA Tactical Manager Portfolio 500	_____ %
_____ %	AXA Tactical Manager Portfolio 2000	_____ %
_____ %	AXA Tactical Manager Portfolio EIFA	_____ %
_____ %	EQ/BlackRock International Value	_____ %
_____ %	EQ/Core Bond Index	_____ %
_____ %	EQ/Dynamic Sector ETF	_____ %
_____ %	EQ/Intermediate Government Bond Index	_____ %
_____ %	EQ/International Core PLUS	_____ %
_____ %	EQ/International Growth	_____ %
_____ %	EQ/Mid Cap Index	_____ %
_____ %	EQ/Mid Cap Value PLUS	_____ %
_____ %	EQ/Oppenheimer Global	_____ %
_____ %	EQ/Small Company Index	_____ %
_____ %	Multimanager International Equity	_____ %
_____ %	Multimanager Mid Cap Growth	_____ %
_____ %	Multimanager Mid Cap Value	_____ %
_____ %	Multimanager Small Cap Growth	_____ %
_____ %	Multimanager Small Cap Value	_____ %
_____ %	Guaranteed Interest Option (GIO)	_____ % ^{2,3}

100%
TOTAL%

**Non-Guaranteed Benefit
Investment Option⁴**

100%
TOTAL%

¹ Required if Special DCA is elected in 8B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make DCA allocations to the GIO if you have elected 100% Special DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

11. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

12. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

13. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature	Social Security Number	Rep. Code
_____	_____	_____
Print Name	_____ % () -	Phone Number
_____	_____	_____
Client Account Number at Broker-Dealer	Email Address	Broker Dealer Name

X

Secondary Registered Representative Signature	Social Security Number	Rep. Code
_____	_____	_____
Print Name	_____ % () -	Phone Number
_____	_____	_____

Registered Representative Use Only. Contact your home office for program information.

☐ Option I ☐ Option II ☐ Option III ☐ Option IV (Once selected, program cannot be changed.)



AXA Equitable Life Insurance Company

Enrollment Form/Application

Extra Credit
AXA Advisors, LLC

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable

First-Class Mail: AXA Equitable, Extra Credit, P.O. Box 1577, Secaucus, NJ 07096-1577

Express Mail: AXA Equitable, Extra Credit, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619

For assistance, please call 800-338-3434

www.AXAonline.com

1. Contract Specifics

A. Type of Contract (Please choose one.)

- ☒ Non-Qualified (NQ)
☐ Traditional IRA
☐ Roth IRA

- ☐ Qualified Plan Defined Benefit (DB)
☐ Qualified Plan Defined Contribution (DC)

B. Total Initial Contribution(s): \$ _____

Expected First Twelve Months Contribution¹: \$ _____

¹ The Amount entered determines the Extra Credit Percentage and assumes multiple Contributions will be made (see Section 11).

Specify Method(s) of Payment:

- ☒ Check or Wire
☐ 1035 Exchange (from Single Owner Contract, NQ only)
☐ 1035 Exchange (from Joint Owner Contract, NQ only)
☐ CD or Mutual Fund Proceeds (NQ only)

- ☐ Direct Transfer (IRA or Roth)
☐ Rollover (IRA or Roth)

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- ☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Other Non-Natural Owner
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address

B. Joint Owner (Must be legal resident of US.) NQ only

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Email Address

C. Annuitant (If other than Owner.)☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

• For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name
Relationship to Owner _____
2. _____ %
Primary Beneficiary Name
Relationship to Owner _____
3. _____ %
Primary Beneficiary Name
Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name
2. _____ %
Contingent Beneficiary Name
3. _____ %
Contingent Beneficiary Name

5. Special Instructions**Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:**

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 7. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age 70.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)

STOP Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are 20-70.

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age 85 GMDB or Annual Ratchet to Age 85 GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age 85)
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only

STOP If you elected GIB do not complete this section.

- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age 85) – Owner issue ages 0-70
- ☐ Return of Principal* – Owner issue age 0-70

* There is no charge for the Return of Principal.

STOP I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 7A and/or any Special Money Market DCA in Section 7B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%

Total (1) + (2) (must equal 100%) _____%

B. Special Money Market DCA Allocation

You may have one Special Money Market DCA program in effect at any given time. Rules applicable to the Special Money Market DCA options are described below.

Special Money Market Dollar Cost Averaging (Special Money Market DCA)

- You may Special Money Market DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special Money Market DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special Money Market DCA, then 100% of the Contribution must be allocated to the Special Money Market DCA Account. The same allocation applicable to your initial Contribution will apply to the Special Money Market DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Money Market Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Money Market Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

☒ 3 months ☐ 6 months ☐ 12 months

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options

Percentages must be whole numbers

Category 1:

AXA Strategic Allocation - There is no minimum or maximum for this Category.

**Contribution
Allocation %
(Required)**

_____ % GB AXA Balanced Strategy
 _____ % GB AXA Conservative Growth Strategy
 _____ % GB AXA Conservative Strategy
 _____ % GB AXA Moderate Growth Strategy

Category 2:

Fixed Income - You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____ % GB EQ/Core Bond Index
 _____ % GB EQ/Intermediate Government Bond Index

Category 3:

Equity - If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____ % GB AXA Growth Strategy
 _____ % GB AXA Tactical Manager Portfolio 400*
 _____ % GB AXA Tactical Manager Portfolio 500
 _____ % GB AXA Tactical Manager Portfolio 2000*
 _____ % GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

**Guaranteed Benefit Investment Option TOTALS - MUST
EQUAL 100%**

_____ % + _____ % + _____ % = 100 %
 Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in Line (1).

Non-Guaranteed Benefit Investment Options

Percentages must be whole numbers

**Contribution
Allocation %
(Required)**
**DCA
Allocation %¹**

_____ %	EQ/AllianceBernstein Small Cap Growth	_____ %
_____ %	AXA Balanced Strategy	_____ %
_____ %	AXA Conservative Growth Strategy	_____ %
_____ %	AXA Conservative Strategy	_____ %
_____ %	AXA Growth Strategy	_____ %
_____ %	AXA Moderate Growth Strategy	_____ %
_____ %	AXA Tactical Manager Portfolio 400	_____ %
_____ %	AXA Tactical Manager Portfolio 500	_____ %
_____ %	AXA Tactical Manager Portfolio 2000	_____ %
_____ %	AXA Tactical Manager Portfolio EIFA	_____ %
_____ %	EQ/BlackRock International Value	_____ %
_____ %	EQ/Core Bond Index	_____ %
_____ %	EQ/Dynamic Sector ETF	_____ %
_____ %	EQ/Intermediate Government Bond Index	_____ %
_____ %	EQ/International Core PLUS	_____ %
_____ %	EQ/International Growth	_____ %
_____ %	EQ/Mid Cap Index	_____ %
_____ %	EQ/Mid Cap Value PLUS	_____ %
_____ %	EQ/Oppenheimer Global	_____ %
_____ %	EQ/Small Company Index	_____ %
_____ %	Multimanager International Equity	_____ %
_____ %	Multimanager Mid Cap Growth	_____ %
_____ %	Multimanager Mid Cap Value	_____ %
_____ %	Multimanager Small Cap Growth	_____ %
_____ %	Multimanager Small Cap Value	_____ %
_____ %	Guaranteed Interest Option (GIO)	_____ % ^{2,3}

<u>100%</u>		<u>100%</u>
TOTAL%	Non-Guaranteed Benefit Investment Option⁴	TOTAL%

¹ Required if Special Money Market DCA is elected in 7B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make DCA allocations to the GIO if you have elected 100% Special Money Market DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

8. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

9. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

10. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.
- I understand that Credits will be allocated to my Guaranteed Benefit Annuity Account Value and Non-Guaranteed Benefit Annuity Account Value, as applicable, based on the Expected First Twelve Months Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Guaranteed Benefit Annuity Account Value and Non-Guaranteed Benefit Annuity Account Value, as applicable.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

12. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

Client Account Number	Email Address	Agent Location
-----------------------	---------------	----------------

X

Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

X

Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

X

Financial Professional Signature	Social Security Number	Agent Code
		% () -
Print Name		Phone Number

Financial Professional Use Only. Contact your home office for program information. ☐ Option I ☐ Option II (Once selected, program cannot be changed.)

**AXA EQUITABLE**

Enrollment Form/Application

Extra Credit**AXA Equitable Life Insurance Company**

Combination fixe and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable

First-Class Mail: AXA Equitable, Extra Credit, P.O. Box 1577, Secaucus, NJ 07096-1577

Express Mail: AXA Equitable, Extra Credit, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619

For assistance, please call 888-517-9900

www.axadistributors.com

1. Contract Specifics**A. Type of Contract** (Please choose one.)☐ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ Qualified Plan Defined Benefit (DB)☐ Qualified Plan Defined Contribution (DC)**B. Total Initial Contribution(s): \$** _____Expected First Twelve Months Contribution¹ \$ _____¹ The Amount entered determines the Extra Credit Percentage and assumes multiple Contributions will be made (see Section 12).**Specify Method(s) of Payment:**☐ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA or Roth)☐ Rollover (IRA or Roth)**2. Account Registration** (Please print)**A. Owner** (Must be legal resident of US.)☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State _____ Child's SSN _____)☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____

Name (First) (Middle Initial) (Last) _____

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address _____

B. Joint Owner (Must be legal resident of US.) NQ only

• The individual designated below is the Joint Owner.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Email Address _____

C. Annuitant (If other than Owner.)

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

D. Joint Annuitant

• For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Patriot Act Information

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

4. Beneficiary[ies] (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ %
Primary Beneficiary Name _____
Relationship to Owner _____
2. _____ %
Primary Beneficiary Name _____
Relationship to Owner _____
3. _____ %
Primary Beneficiary Name _____
Relationship to Owner _____

B. Contingent

1. _____ %
Contingent Beneficiary Name _____
2. _____ %
Contingent Beneficiary Name _____
3. _____ %
Contingent Beneficiary Name _____

5. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

6. Optional Benefit Elections

The optional benefit riders may only be chosen at the time of application and there are additional charges for these riders. Benefits under these Riders will apply only to amounts allocated to the Guaranteed Benefit Investment Options. The initial Guaranteed Benefit Investment Options are shown in Section 8. You may allocate amounts to the Guaranteed Benefit Investment Options immediately or at a future date, subject to the terms and limitations of the contract. The Death Benefit applicable to amounts in the Non-Guaranteed Benefit Investment Options is the Non-Guaranteed Annuity Account Value.

You must check only one box below from either 6A, 6B, or 6C below. The riders described in 6B and 6C are available only for Owners with issue ages through age 70.

6A: ☐ I do not want to elect any riders. (If you have checked this box please proceed to Section 7.)

6B: Guaranteed Income Benefit (GIB) with Guaranteed Minimum Death Benefit (GMDB)

STOP Guaranteed Income Benefit (GIB) Rider and Guaranteed Minimum Death Benefit (GMDB) Rider elections are made in this section.

- GIB is declined unless "Yes" is checked below.
- Owner issue ages for GIB are 20-70.

Choose One:

- ☐ Yes, I wish to elect GIB and the Greater of Death Benefit (Greater of Annual Rollup to Age 85 GMDB or Annual Ratchet to Age 85 GMDB)
- ☐ Yes, I wish to elect GIB and Annual Ratchet Death Benefit (Annual Ratchet to Age 85)
- ☐ Yes, I wish to elect GIB and Return of Principal*

* There is no charge for the Return of Principal.

6C: Guaranteed Minimum Death Benefit (GMDB) only

STOP If you elected GIB do not complete this section.

- ☐ Annual Ratchet Death Benefit (Annual Ratchet to Age 85) Owner issue ages 0-70
- ☐ Return of Principal* – Owner issue age 0-70

* There is no charge for the Return of Principal.

STOP I would like to allocate the Guaranteed Benefit Investment Options:

- ☐ immediately with this application
- ☐ at a future date

If you do not allocate amounts to the Guaranteed Benefit Investment Options, the optional benefit rider(s) will have no value under your Contract.

7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 13 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

8. Investment Selection

A. Contribution Allocation

You must allocate your initial contributions among the Investment Options in Section 8A and/or any Special Money Market DCA in Section 8B. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

Guaranteed Benefit Investment Options	Non-Guaranteed Benefit Investment Options
The Guaranteed Benefit Investment Options are only available if you elect an optional benefit rider in Section 6. Enter the total percent you wish to allocate to your Guaranteed Benefit Investment Options on Line (1) below. Percentages must be whole numbers.	Enter the total percent you wish to allocate to your Non-Guaranteed Benefit Investment Options on Line (2) below. Percentages must be whole numbers.
(1) Total Percent Allocated to Guaranteed Benefit Investment Options _____%	(2) Total Percent Allocated to Non-Guaranteed Benefit Investment Options _____%
Total (1) + (2) (must equal 100%) _____%	

B. Special Money Market DCA Allocation

You may have one Special Money Market DCA program in effect at any given time. Rules applicable to the Special Money Market DCA options are described below.

Special Money Market Dollar Cost Averaging (Special Money Market DCA)

- You may Special Money Market DCA into both the Guaranteed Benefit Investment Options and Non-Guaranteed Investment Options. You may designate either or both the Guaranteed Benefit Investment Options and the Non-Guaranteed Investment Options as the destination Option for Special Money Market DCA.
- If any destination Option is a Guaranteed Benefit Investment Option and you select Special Money Market DCA, then 100% of the Contribution must be allocated to the Special Money Market DCA Account. The same allocation applicable to your initial Contribution will apply to the Special Money Market DCA program.
- If all destination Options are to Non-Guaranteed Investment Options, then Contribution amounts may be allocated to the Special Money Market Dollar Cost Averaging program and the Non-Guaranteed Investment Options. However, if you Dollar Cost Average into the Guaranteed Interest Option, you must allocate 100% of your Contribution to the Special Money Market Dollar Cost Averaging program.
- **Note:** Not available with Inherited IRA/Roth IRA.

Check box for one time period and specify an allocation percentage or dollar amount.

Complete allocation percentage or dollar amount, following the rules above.

Check one box:

☐ 3 months ☐ 6 months ☒ 12 months

Check one box for destination Options and specify allocation percentage or dollar amount:

- ☐ 100% Allocation: Guaranteed Benefit Investment Options only
- ☐ 100% Allocation: Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options
- ☐ 100% Allocation: Non-Guaranteed Benefit Investment Options Only
- ☐ _____% or \$_____ into Non-Guaranteed Benefit Investment Options Only

Guaranteed Benefit Investment Options**Non-Guaranteed Benefit Investment Options**

Percentages must be whole numbers

Category 1:**AXA Strategic Allocation** - There is no minimum or maximum for this Category.**Contribution Allocation % (Required)**

_____ % GB AXA Balanced Strategy
_____ % GB AXA Conservative Growth Strategy
_____ % GB AXA Conservative Strategy
_____ % GB AXA Moderate Growth Strategy

Category 2:**Fixed Income** - You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

_____ % GB EQ/Core Bond Index
_____ % GB EQ/Intermediate Government Bond Index

Category 3:**Equity** - If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

_____ % GB AXA Growth Strategy
_____ % GB AXA Tactical Manager Portfolio 400*
_____ % GB AXA Tactical Manager Portfolio 500
_____ % GB AXA Tactical Manager Portfolio 2000*
_____ % GB AXA Tactical Manager Portfolio International

* Allocations to each of these Investment Options may not exceed 10%.

Guaranteed Benefit Investment Option TOTALS - MUST EQUAL 100%

_____ % + _____ % + _____ % = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in Line (1).

Percentages must be whole numbers

Contribution Allocation % (Required)**DCA Allocation %¹**

_____ %	EQ/AllianceBernstein Small Cap Growth	_____ %
_____ %	AXA Balanced Strategy	_____ %
_____ %	AXA Conservative Growth Strategy	_____ %
_____ %	AXA Conservative Strategy	_____ %
_____ %	AXA Growth Strategy	_____ %
_____ %	AXA Moderate Growth Strategy	_____ %
_____ %	AXA Tactical Manager Portfolio 400	_____ %
_____ %	AXA Tactical Manager Portfolio 500	_____ %
_____ %	AXA Tactical Manager Portfolio 2000	_____ %
_____ %	AXA Tactical Manager Portfolio EIFA	_____ %
_____ %	EQ/BlackRock International Value	_____ %
_____ %	EQ/Core Bond Index	_____ %
_____ %	EQ/Dynamic Sector ETF	_____ %
_____ %	EQ/Intermediate Government Bond Index	_____ %
_____ %	EQ/International Core PLUS	_____ %
_____ %	EQ/International Growth	_____ %
_____ %	EQ/Mid Cap Index	_____ %
_____ %	EQ/Mid Cap Value PLUS	_____ %
_____ %	EQ/Oppenheimer Global	_____ %
_____ %	EQ/Small Company Index	_____ %
_____ %	Multimanager International Equity	_____ %
_____ %	Multimanager Mid Cap Growth	_____ %
_____ %	Multimanager Mid Cap Value	_____ %
_____ %	Multimanager Small Cap Growth	_____ %
_____ %	Multimanager Small Cap Value	_____ %
_____ %	Guaranteed Interest Option (GIO)	_____ % ^{2,3}

100%
TOTAL%**Non-Guaranteed Benefit Investment Option⁴**100%
TOTAL%

¹ Required if Special Money Market DCA is elected in 8B.

² The maximum allocation to GIO is 25% of your Contribution.

³ You may only make DCA allocations to the GIO if you have elected 100% Special Money Market DCA on the previous page.

⁴ This amount represents 100% of the percentage shown above in Line (2).

9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

11. Fraud Warnings

Arkansas/Louisiana/New Mexico/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to penalties, fines and imprisonment.

12. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.
- I understand that Credits will be allocated to my Guaranteed Benefit Annuity Account Value and Non-Guaranteed Benefit Annuity Account Value, as applicable, based on the Expected First Twelve Months Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Guaranteed Benefit Annuity Account Value and Non-Guaranteed Benefit Annuity Account Value, as applicable.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless the appropriate boxes have been checked. Some elections may not be changed after the Certificate/Contract has been issued to you.
- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Guaranteed Benefit Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Guaranteed Benefit Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Guaranteed Benefit Investment Option will automatically be rebalanced on a quarterly basis.
- The automatic reset feature provided in conjunction with the GIB and GMDB may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

13. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature	Social Security Number	Rep. Code
		% () -
Print Name		Phone Number

Client Account Number at Broker-Dealer	Email Address	Broker-Dealer Name
--	---------------	--------------------

X

Secondary Registered Representative Signature	Social Security Number	Rep. Code
		% () -
Print Name		Phone Number

Registered Representative Use Only. Contact your home office for program information. ☐ Option I ☐ Option II ☐ Option III
(Once selected, program cannot be changed.)

SERFF Tracking Number: ELAS-126224911 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 43082
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator Variable Annuity 1.0
Project Name/Number: 2010DP /Accumulator Variable Annuity 1.0

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Applications listed under Form Schedule tab.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Please see attached Acturial Memo		
Attachments:		
ABM for B-SHARE.pdf		
ABM for C-Share.pdf		
ABM for Extra Credit.pdf		
ABM for L-Share.pdf		

	Item Status:	Status Date:
Satisfied - Item: Variable Text Memorandum		
Comments:		
Please see attached Variable Text Memorandum		
Attachments:		
1.0 VTM for Cert-Contract -Data Pages Final.pdf		
2010 VTM for Endorsements.pdf		
variable text ADL 2010.pdf		

<i>SERFF Tracking Number:</i>	<i>ELAS-126224911</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43082</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Accumulator Variable Annuity 1.0</i>		
<i>Project Name/Number:</i>	<i>2010DP /Accumulator Variable Annuity 1.0</i>		

variable text Agent 2010.pdf
VTM 2010GMDB - individual.pdf
VTM 2010GMIB-H-I.pdf

Item Status:	Status
	Date:

Satisfied - Item: Certificate of Compliance
Comments:
Please see attaches Certificate of Compliance.
Attachment:
ArkansasComplianceCrt Regulation 19s 10B 08-03-09.pdf

Item Status:	Status
	Date:

Satisfied - Item: Filing Letter
Comments:
Please see attached revised Filing Letter.
Attachment:
AR - 08-03-09.pdf

Actuarial Basis Memorandum
for AXA Equitable Life Insurance Company
Qualified and Non-Qualified Annuity Contract with
Variable Annuity, Guaranteed Interest,
and DCA Account Options

I. Product Description

This contract is a deferred variable flexible premium annuity sold as traditional individual retirement annuity (IRA), Roth IRA, qualified plan as well as non-qualified annuities to owners and annuitants between the ages of 0 and 85. The maximum maturity date is annuitant's attained age 95.

Charges

The maximum product charges for all versions of the contract are summarized below.

Annual Charge

The current charge is the lesser of \$30 per year or 2% of the annuity account value (AAV) in contract years 1-2, or \$30 per year thereafter, which is waived if the AAV is at least \$50,000.

Deferred Contingent Withdrawal Charge

Deferred contingent withdrawal charge is a declining percentage of premium, which is charged on full and partial withdrawals, based on the following table.

Table 1: Deferred Contingent Withdrawal Charge

Contract Year Following Deposit	Percentage Of Premium
1	7%
2	7%
3	6%
4	6%
5	5%
6	3%
7	1%
8+	0%

Free Withdrawal Amount

Free withdrawal amount in the Non-Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Non-Guaranteed Benefit Investment Options. If only GMDB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Guaranteed Benefit Investment Options. If GIB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is the rollup percentage applicable at the beginning of each contract year times the beginning of contract year GIB benefit base.

Withdrawal Charge Processing Fee

No withdrawal charge processing fee is charged.

Premium Tax Charges

Any premium taxes imposed by any state will be passed along as a charge to the Contract holder.

Guaranteed Benefit Charge

Guaranteed benefit charge is a percentage of the amount of the guaranteed benefit as of the contract anniversary date. The charge for both the Guaranteed Income Benefit (GIB) and Guaranteed Minimum Death Benefit (GMDB) is a percentage of the guaranteed benefit base, which is the amount of the guarantee. The percentage is listed in the following table.

Table 2: Guaranteed Benefit Charge

Type of Guaranteed Benefit	Charge	Range
Guaranteed Income Benefit – Current	0.80%	0.50% – 1.25%
Guaranteed Income Benefit – Max	1.10%	0.80% – 1.55%
Return of Principal Death Benefit*	0.00%	0.00% – 0.50%
Annual Ratchet Death Benefit*	0.25%	0.15% – 0.75%
Greater of Death Benefit – Current	0.80%	0.50% – 1.25%
Greater of Death Benefit – Max	0.95%	0.65% – 1.40%

* The charge will not increase for the life of the rider.

Mortality and Expense Risks Charge, Administration Charge and Distribution Charge

Total charge of 1.30% (maximum 2.00%) is currently assessed to amounts in the variable investment options (VIOs).

Fund Facilitation Charge

Fund Facilitation Charge is applied to certain Non-Guaranteed Benefit Investment Options, range from 0% to 0.45%

Investment Options

Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options are available. The Guaranteed Benefit Investment Options provide the GIB and/or GMDB benefit bases, and must be elected at issue but can be funded later. The Non-Guaranteed Benefit Investment Options do not provide guarantee benefits.

Contributions to Guaranteed Benefit Investment Options and transfer from Non-Guaranteed Benefit Investment Options to Guaranteed Benefit Investment Options are permitted until attained age 75 (or first contract anniversary, if later) or first withdrawal from the Guaranteed Benefit Investment Options. Contributions to Non-Guaranteed Benefit Investment Options are permitted until attained age 86. Transfer from Guaranteed Benefit Investment Options to Non-Guaranteed Benefit Investment Options is not permitted, except in the case of termination of guaranteed benefit(s). We may discontinue to accept subsequent contribution or transfer into Guaranteed Benefit Investment Options with advance written notice to the contract owner.

VIOs and Dollar Cost Averaging (DCA) Account Options are available in both the Guaranteed and Non-Guaranteed Benefit Investment Options. Guaranteed Interest Option (GIO) is available only in the Non-Guaranteed Benefit Investment Options. The VIOs are offered through Separate Account No. 49.

Investments in the Guaranteed Benefit Investment Options are restricted to fund availability and fund allocation. Any changes to the fund classifications of available Investment Options will be provided to the contract owner in writing.

The minimum guaranteed interest rate is credited for both the GIO and the DCA Account Option. The interest rate will be determined using the methodology defined in the NAIC Annuity Nonforfeiture model regulation. The annual rate of interest used in determining minimum nonforfeiture amounts will be determined as the 5-year Constant Maturity Treasury (CMT) Rate reported by the Federal Reserve rounded to the nearest 5 basis points (bps) reduced by 125 bps. This rate is then rounded up to the higher 25 bps. We will use the average of the daily 5-year CMT rates for a 60-calendar day period average beginning October 1st to set the rate for the following year. This will ensure that the minimum guaranteed rate for a contract will be determined no longer than fifteen (15) months prior to the contract issue date. The resulting interest rate will be the minimum credited rate on new contracts. It will never be less than 1% or greater than 3%.

As an example of the calculation, the 60-day average of the 5-year CMT Rate reported by the Federal Reserve beginning October 1, 2008 is 2.53%. 2.53% rounded to the nearest 5 bps is 2.55%. 2.55% reduced by 125 bps is 1.30%. 1.30% rounded up to the nearest 25 bps is 1.50%. The rate is set to 1.50%. Appendix I contains the 5-year CMT rates used in this example.

The minimum guaranteed interest rate as determined by this method shall apply for the life of the contract. The VIOs do not provide any guaranteed rate of return on the assets invested in the VIOs.

Riders

GIB

GIB provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. GIB, which is available for owner's issue ages 20-75, is an optional benefit that must be elected at issue. To create the GIB benefit base in order to receive the benefits, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

Both lifetime income payments and annual withdrawal amounts are derived from GIB benefit base. The GIB benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. The Annual Ratchet benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 95. The Annual Rollup benefit base is increased by contributions, transfers to the Guaranteed Benefit Investment Options and rollup amount and is reduced by withdrawals. The rollup amount is equal to the benefit base multiplied by rollup rate. Rollup occurs up to owner's (or older joint owner's) age 95.

The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which contract anniversary falls, plus 100 bps, rounded to the nearest 10 bps. A higher rollup rate may be declared at discretion. The minimum rollup rate can be changed each contract year, subject to a floor and a cap. For example, the average rate of 10-year Treasury rates during the 20 calendar days ending June 15, 2009 is 3.75%. Therefore, the rollup rate for contracts issued in the third quarter of 2009 is no less than 4.80%, which is 3.75% plus 100bps, rounded to the nearest 10bps. The minimum annual rollup rate will be determined and declared quarterly.

The rollup benefit base is reset to equal the Guaranteed Benefit AAV if greater than the rollup benefit base every 3 contract years up to owner's (or older joint owner's) age 95. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset.

Lifetime income payments begin when the Guaranteed Benefit AAV is reduced to zero or the owner (or older joint owner) reaches age 95 (or the maturity date), whichever is earlier. Income payments equal to the GIB benefit base multiplied by the applicable GIB payment factor based on owner's age (or younger age if joint life elected) as shown in table below.

Table 3: GIB Payment Factors

Age	Single Life	Joint Life
Up to 85	4.0%	3.25%
86 – 94	5.0%	4.0%
95	6.0%	4.5%

GIB can be elected with the Return of Principal GMDB, the Annual Ratchet GMDB, or the Greater of GMDB. GIB can be terminated after issue.

GMDB

GMDB is an optional death benefit that contract owner must elect at issue. To create the GMDB benefit base in order to receive the benefit, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

The contract owner can elect one of the three GMDB -- Return of Principal, Annual Ratchet and "Greater of" GMDB.

Return of Principal Death Benefit, which is available for issue ages 0 to 75, provides the return of all contributions (including transfer) made to the Guaranteed Benefit Investment Options, adjusted for withdrawals. This benefit can be elected alone or with GIB.

Annual Ratchet Death Benefit, which is available for issue ages 0 to 75, provides GMDB derived from a benefit base. The benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 85. The benefit can be elected alone or with GIB.

"Greater of" Death Benefit, which is available for issue ages 20 to 75, provides GMDB derived from a benefit base. The benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. Both Annual Rollup and Annual Ratchet benefit bases are operated in the same manner as those of GIB except that rollup, rollup reset and ratchet occur only up to owner's (or older joint owner's) age 85. The applicable rollup rate will be the same for GMDB and GIB in any contract year. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset. The benefit cannot be elected alone and must be elected with GIB.

Under all the above GMDB, the GMDB benefit base is reduced by withdrawals, and the actual death benefit paid out from the Guaranteed Benefit Investment Options is the greater of Guaranteed Benefit AAV at the time of death or the benefit base. Total death benefit paid out from the contract is the sum of death benefit paid out from the Guaranteed Benefit Investment Options and the Non-Guaranteed Benefit AAV. GMDB can be terminated after issue.

II. Nonforfeiture Demonstration for Variable Annuity Option

The Variable Annuity Model Regulation defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as an accumulation of net contributions increased or decreased by the net investment return less partial withdrawals less any indebtedness less an annual contract charge less transaction charges. We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	Minimum Nonforfeiture <u>Amounts</u>	<u>Actual VA Options</u>	
VA Deposit	\$10,000 single	\$10,000 single	
Front-end load	12.5% of deposit	None	
Deferred Contingent Withdrawal Charge	None	Contract Year Following Deposit	Percentage Of Premium
		1	7%
		2	7%
		3	6%
		4	6%
		5	5%
		6	3%
		7	1%
		8+	0%
Annual Charge	\$50, charged at end of year	\$30, charged at end of year	
Net investment return	7%	7%	

Table 4: VA Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>	<u>Contract Cash Values</u>
1	\$8,750.00	\$9,300.00
2	\$9,312.50	\$9,970.00
3	\$9,914.38	\$10,786.90
4	\$10,558.38	\$11,553.98
5	\$11,247.47	\$12,474.76
6	\$11,984.79	\$13,553.00
7	\$12,773.73	\$14,692.70
8	\$13,617.89	\$15,798.19
9	\$14,521.14	\$16,874.07
10	\$15,487.62	\$18,025.25
11	\$16,521.75	\$19,257.02
12	\$17,628.27	\$20,575.01
13	\$18,812.25	\$21,985.26
14	\$20,079.11	\$23,494.23
15	\$21,434.65	\$25,108.83
16	\$22,885.07	\$26,836.44
17	\$24,437.03	\$28,685.00
18	\$26,097.62	\$30,662.95
19	\$27,874.46	\$32,779.35
20	\$29,775.67	\$35,043.91

Since the Model Regulation minimum values in the above demonstration are less than the VA cash values, compliance with the Model Regulation has been shown.

III. Nonforfeiture Demonstration for Guaranteed Interest Option

For the GIO, the Standard Nonforfeiture Law for Individual Deferred Annuities defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as the accumulation of net contributions at an interest rate of between 1% and 3%, less partial withdrawals less any indebtedness less an annual contract charge less transaction charges.

We will determine the minimum guaranteed interest rate for new contracts using the methodology defined in the NAIC Annuity Nonforfeiture Model Regulation as described above in the discussion on minimum guaranteed interest rates. The resulting interest rate will never be less than one percent or greater than three percent. The numerical demonstration below therefore is shown at both 1% and 3%.

In addition, the Standard Nonforfeiture Law specifies that any cash surrender benefits available prior to maturity must also not be less than the present value, as of the surrender date, of the maturity value arising from contributions prior to surrender, less prior withdrawals, accumulated to maturity at the contractual interest rate. The discount rate used is no more than 1% higher than the contractual interest rate. The maturity date is deemed to occur at the later of the tenth contract anniversary or anniversary following the annuitant's attainment of age 70, but not to exceed the maximum retirement age under the contract.

We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	Minimum Nonforfeiture Amounts	Actual GIO	
VA Deposit	\$10,000 single	\$10,000 single	
Front-end load	12.5% of deposit	None	
Deferred Contingent Withdrawal Charge	None	Contract Year Following Deposit	Percentage Of Premium
		1	7%
		2	7%
		3	6%
		4	6%
		5	5%
		6	3%
		7	1%
		8+	0%
Annual Charge	\$50, charged at end of year	\$30, charged at end of year	
Discount Rate	4% and 2%	4% and 2%	
Credited Interest Rate	3% and 1%	3% and 1%	

Table 5: GIO Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>		<u>PV of Maturity Benefits</u>		<u>Contract Cash Values</u>	
	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>
1	\$8,750.00	\$8,750.00	\$8,242.86	\$8,211.53	\$9,300.00	\$9,300.00
2	\$8,962.50	\$8,787.50	\$8,547.60	\$8,350.88	\$9,570.00	\$9,370.00
3	\$9,181.38	\$8,825.38	\$8,864.29	\$8,492.77	\$9,948.10	\$9,540.70
4	\$9,406.82	\$8,863.63	\$9,193.41	\$8,637.26	\$10,234.54	\$9,612.11
5	\$9,639.02	\$8,902.27	\$9,535.44	\$8,784.38	\$10,629.58	\$9,784.23
6	\$9,878.19	\$8,941.29	\$9,890.91	\$8,934.19	\$11,133.47	\$10,057.07
7	\$10,124.54	\$8,980.70	\$10,260.34	\$9,086.73	\$11,646.47	\$10,330.64
8	\$10,378.27	\$9,020.51	\$10,644.30	\$9,242.08	\$12,068.86	\$10,504.95
9	\$10,639.62	\$9,060.71	\$11,043.35	\$9,400.26	\$12,400.93	\$10,580.00
10	\$10,908.81	\$9,101.32	\$11,458.11	\$9,561.35	\$12,742.96	\$10,655.80
11	\$11,186.07	\$9,142.33	\$11,889.20	\$9,725.39	\$13,095.25	\$10,732.35
12	\$11,471.66	\$9,183.76	\$12,337.26	\$9,892.44	\$13,458.10	\$10,809.68
13	\$11,765.81	\$9,225.59	\$12,802.99	\$10,062.57	\$13,831.85	\$10,887.78
14	\$12,068.78	\$9,267.85	\$13,287.07	\$10,235.82	\$14,216.80	\$10,966.65
15	\$12,380.84	\$9,310.53	\$13,790.24	\$10,412.26	\$14,613.31	\$11,046.32
16	\$12,702.27	\$9,353.63	\$14,313.26	\$10,591.94	\$15,021.71	\$11,126.78
17	\$13,033.34	\$9,397.17	\$14,856.93	\$10,774.94	\$15,442.36	\$11,208.05
18	\$13,374.34	\$9,441.14	\$15,422.07	\$10,961.31	\$15,875.63	\$11,290.13
19	\$13,725.57	\$9,485.55	\$16,009.52	\$11,151.12	\$16,321.90	\$11,373.03
20	\$14,087.33	\$9,530.41	\$16,620.19	\$11,344.44	\$16,781.55	\$11,456.76

Since both the Standard Nonforfeiture Law minimum values and the present values of maturity benefits in the above demonstration are less than the GIO cash values, compliance with the Standard Nonforfeiture Law has been shown.

IV. Reserves

The Standard Valuation Law specifies CARVM reserves to be used for annuities and includes criteria for interest and mortality assumptions to be used in determining minimum reserves. CARVM requires that reserves be the greatest of the present values at the date of valuation of the future guaranteed benefits. Actuarial Guideline XXXIII provides the methodology for applying CARVM to annuities with multiple benefit streams. Actuarial Guideline XXXIV interprets the standards for applying CARVM to minimum guaranteed death benefits.

Our reserves will be calculated in accordance with these guidelines. The system used to calculate the reserves tests all possible integrated benefit streams, considering the guaranteed cash surrender values, partial withdrawals, annuitization benefits, income benefits and minimum guaranteed death benefits. Reserves reflect waiver of contingent withdrawal charge due to death, disability, terminal illness and confinement. We will always set reserves to be at least equal to the minimum standard.

For valuation interest rate purposes, the contract is classified as:

- Plan Type C
- Interest duration guarantees of less than five years
- Valued on the Issue Year basis

The valuation rate is determined from the following formula:

$$\text{Valuation rate} = .03 + W(R - 0.03)$$

where R is the reference rate defined in the valuation law
W is the weighting factor defined in the valuation law

The Plan Type C valuation rate for 2008 issues is 4.75%.

In accordance with Actuarial Guideline XXXIV, the projected benefit streams reflect an assumed immediate drop in supporting asset values, followed by a subsequent recovery based upon a net assumed return. The drop and recovery percentages are specified in the Guideline.

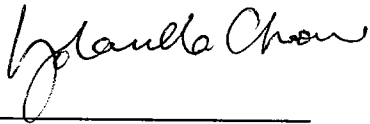
Mortality rates for survivorship discounting and projected death benefits are from the Annuity 2000 mortality table. Guideline XXXIV death benefits are based on the mortality rates specified in the Guideline.

In testing annuitization benefits, the stream of benefits considers annuitization at each possible election date, based on applying guaranteed purchase rates to the accumulated account value. The benefit stream is discounted using interest and mortality as shown below:

- Mortality based on the Annuity 2000 mortality table.
- Interest rate based on Plan Type A, where duration is determined by the number of years from the valuation date to the election date.
- If the annuitization option has a non-life contingent payout period of less than five years, the interest rate is based on Plan Type C.

Reserves for the GIB benefit will be on a standalone basis and will be determined in accordance with Actuarial Guideline XXXIX. Consistent with Guideline XXXIX, the stochastic process, which is used in an asset adequacy analysis with the reserve set equal to the greater of the result of the stochastic process and the accumulation of fees for the benefit will be used to generate stock returns. These stock returns will be further adjusted to comply with the calibration points from the NAIC C3 Phase II RBC.

Prepared on behalf of AXA Equitable Life Insurance Company by:

A handwritten signature in cursive script, appearing to read "Yolanda Chow".

Yolanda Chow, F.S.A., M.A.A.A.
Assistant Vice President & Actuary

July 21, 2009

APPENDIX I: 5-YEAR CMT RATES

<u>Date</u>	<u>5-yr CMT</u>
10/01/2008	2.87
10/02/2008	2.68
10/03/2008	2.64
10/06/2008	2.45
10/07/2008	2.45
10/08/2008	2.70
10/09/2008	2.79
10/10/2008	2.77
10/14/2008	3.01
10/15/2008	2.90
10/16/2008	2.84
10/17/2008	2.83
10/20/2008	2.82
10/21/2008	2.63
10/22/2008	2.56
10/23/2008	2.57
10/24/2008	2.64
10/27/2008	2.67
10/28/2008	2.75
10/29/2008	2.77
10/30/2008	2.84
10/31/2008	2.80
11/03/2008	2.71
11/04/2008	2.56
11/05/2008	2.50
11/06/2008	2.46
11/07/2008	2.56
11/10/2008	2.51
11/12/2008	2.37
11/13/2008	2.43
11/14/2008	2.33
11/17/2008	2.32
11/18/2008	2.22
11/19/2008	2.08
11/20/2008	1.94
11/21/2008	2.02
11/24/2008	2.24
11/25/2008	2.06
11/26/2008	2.01
11/28/2008	1.93
Average	2.53
Rounded to nearest 5bps	2.55
Less 125bps	1.30
Rounded up to nearest 25bps	1.50
Subject to min 1%, max 3%	1.50

Actuarial Basis Memorandum
for AXA Equitable Life Insurance Company
Qualified and Non-Qualified Annuity Contract with
Variable Annuity and Guaranteed Interest,
Options

I. Product Description

This contract is a deferred variable flexible premium annuity sold as traditional individual retirement annuity (IRA), Roth IRA, qualified plan as well as non-qualified annuities to owners and annuitants between the ages of 0 and 85. The maximum maturity date is annuitant's attained age 95.

Charges

The maximum product charges for all versions of the contract are summarized below.

Annual Charge

The current charge is the lesser of \$30 per year or 2% of the annuity account value (AAV) in contract years 1-2, or \$30 per year thereafter, which is waived if the AAV is at least \$50,000.

Deferred Contingent Withdrawal Charge

None

Free Withdrawal Amount

Free withdrawal amount in the Non-Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Non-Guaranteed Benefit Investment Options. If only GMDB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Guaranteed Benefit Investment Options. If GIB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is the rollup percentage applicable at the beginning of each contract year times the beginning of contract year GIB benefit base.

Withdrawal Charge Processing Fee

No withdrawal charge processing fee is charged.

Premium Tax Charges

Any premium taxes imposed by any state will be passed along as a charge to the Contract holder.

Guaranteed Benefit Charge

Guaranteed benefit charge is a percentage of the amount of the guaranteed benefit as of the contract anniversary date. The charge for both the Guaranteed Income Benefit (GIB) and Guaranteed Minimum Death Benefit (GMDB) is a percentage of the guaranteed benefit base, which is the amount of the guarantee. The percentage is listed in the following table.

Table 1: Guaranteed Benefit Charge

Type of Guaranteed Benefit	Charge	Range
Guaranteed Income Benefit – Current	0.80%	0.50% – 1.25%
Guaranteed Income Benefit – Max	1.10%	0.80% – 1.55%
Return of Principal Death Benefit*	0.00%	0.00% – 0.50%
Annual Ratchet Death Benefit*	0.25%	0.15% – 0.75%
Greater of Death Benefit – Current	0.80%	0.50% – 1.25%
Greater of Death Benefit – Max	0.95%	0.65% – 1.40%

* The charge will not increase for the life of the rider.

Mortality and Expense Risks Charge, Administration Charge and Distribution Charge

Total charge of 1.70% (maximum 2.00%) is currently assessed to amounts in the variable investment options (VIOs).

Fund Facilitation Charge

Fund Facilitation Charge is applied to certain Non-Guaranteed Benefit Investment Options, range from 0% to 0.45%

Investment Options

Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options are available. The Guaranteed Benefit Investment Options provide the GIB and/or GMDB benefit bases, and must be elected at issue but can be funded later. The Non-Guaranteed Benefit Investment Options do not provide guarantee benefits.

Contributions to Guaranteed Benefit Investment Options and transfer from Non-Guaranteed Benefit Investment Options to Guaranteed Benefit Investment Options are permitted until attained age 75 (or first contract anniversary, if later) or first withdrawal from the Guaranteed Benefit Investment Options. Contributions to Non-Guaranteed Benefit Investment Options are permitted until attained age 86. Transfer from Guaranteed Benefit Investment Options to Non-Guaranteed Benefit Investment Options is not permitted, except in the case of termination of guaranteed benefit(s). We may discontinue to accept subsequent contribution or transfer into Guaranteed Benefit Investment Options with advance written notice to the contract owner.

VIOs are available in both the Guaranteed and Non-Guaranteed Benefit Investment Options. Guaranteed Interest Option (GIO) is available only in the Non-Guaranteed Benefit Investment Options. The VIOs are offered through Separate Account No. 49.

Investments in the Guaranteed Benefit Investment Options are restricted to fund availability and fund allocation. Any changes to the fund classifications of available Investment Options will be provided to the contract owner in writing.

The minimum guaranteed interest rate is credited to the GIO. The interest rate will be determined using the methodology defined in the NAIC Annuity Nonforfeiture model regulation. The annual rate of interest used in determining minimum nonforfeiture amounts will be determined as the 5-year Constant Maturity Treasury (CMT) Rate reported by the Federal Reserve rounded to the nearest 5 basis points (bps) reduced by 125 bps. This rate is then rounded up to the higher 25 bps. We will use the average of the daily 5-year CMT rates for a 60-calendar day period average beginning October 1st to set the rate for the following year. This will ensure that the minimum guaranteed rate for a contract will be determined no longer than fifteen (15) months prior to the contract issue date. The resulting interest rate will be the minimum credited rate on new contracts. It will never be less than 1% or greater than 3%.

As an example of the calculation, the 60-day average of the 5-year CMT Rate reported by the Federal Reserve beginning October 1, 2008 is 2.53%. 2.53% rounded to the nearest 5 bps is 2.55%. 2.55% reduced by 125 bps is 1.30%. 1.30% rounded up to the nearest 25 bps is 1.50%. The rate is set to 1.50%. Appendix I contains the 5-year CMT rates used in this example.

The minimum guaranteed interest rate as determined by this method shall apply for the life of the contract. The VIOs do not provide any guaranteed rate of return on the assets invested in the VIOs.

Riders

GIB

GIB provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. GIB, which is available for owner's issue ages 20-75, is an optional benefit that must be elected at issue. To create the GIB benefit base in order to receive the benefits, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

Both lifetime income payments and annual withdrawal amounts are derived from GIB benefit base. The GIB benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. The Annual Ratchet benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 95. The Annual Rollup benefit base is increased by contributions, transfers to the Guaranteed Benefit Investment Options and rollup amount and is reduced by withdrawals. The rollup amount is equal to the benefit base multiplied by rollup rate. Rollup occurs up to owner's (or older joint owner's) age 95.

The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which contract anniversary falls, plus 100 bps, rounded to the nearest 10 bps. A higher rollup rate may be declared at discretion. The minimum rollup rate can be changed each contract year, subject to a floor and a cap. For example, the average rate of 10-year Treasury rates during the 20 calendar days ending June 15, 2009 is 3.75%. Therefore, the rollup rate for contracts issued in the third quarter of 2009 is no less than 4.80%, which is 3.75% plus 100bps, rounded to the nearest 10bps. The minimum annual rollup rate will be determined and declared quarterly.

The rollup benefit base is reset to equal the Guaranteed Benefit AAV if greater than the rollup benefit base every 3 contract years up to owner's (or older joint owner's) age 95. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset.

Lifetime income payments begin when the Guaranteed Benefit AAV is reduced to zero or the owner (or older joint owner) reaches age 95 (or the maturity date), whichever is earlier. Income payments equal to the GIB benefit base multiplied by the applicable GIB payment factor based on owner's age (or younger age if joint life elected) as shown in table below.

Table 2: GIB Payment Factors

Age	Single Life	Joint Life
Up to 85	4.0%	3.25%
86 – 94	5.0%	4.0%
95	6.0%	4.5%

GIB can be elected with the Return of Principal GMDB, the Annual Ratchet GMDB, or the Greater of GMDB. GIB can be terminated after issue.

GMDB

GMDB is an optional death benefit that contract owner must elect at issue. To create the GMDB benefit base in order to receive the benefit, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

The contract owner can elect one of the three GMDB -- Return of Principal, Annual Ratchet and "Greater of" GMDB.

Return of Principal Death Benefit, which is available for issue ages 0 to 75, provides the return of all contributions (including transfer) made to the Guaranteed Benefit Investment Options, adjusted for withdrawals. This benefit can be elected alone or with GIB.

Annual Ratchet Death Benefit, which is available for issue ages 0 to 75, provides GMDB derived from a benefit base. The benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 85. The benefit can be elected alone or with GIB.

"Greater of" Death Benefit, which is available for issue ages 20 to 75, provides GMDB derived from a benefit base. The benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. Both Annual Rollup and Annual Ratchet benefit bases are operated in the same manner as those of GIB except that rollup, rollup reset and ratchet occur only up to owner's (or older joint owner's) age 85. The applicable rollup rate will be the same for GMDB and GIB in any contract year. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset. The benefit cannot be elected alone and must be elected with GIB.

Under all the above GMDB, the GMDB benefit base is reduced by withdrawals, and the actual death benefit paid out from the Guaranteed Benefit Investment Options is the greater of Guaranteed Benefit AAV at the time of death or the benefit base. Total death benefit paid out from the contract is the sum of death benefit paid out from the Guaranteed Benefit Investment Options and the Non-Guaranteed Benefit AAV. GMDB can be terminated after issue.

II. Nonforfeiture Demonstration for Variable Annuity Option

The Variable Annuity Model Regulation defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as an accumulation of net contributions increased or decreased by the net investment return less partial withdrawals less any indebtedness less an annual contract charge less transaction charges. We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	<u>Minimum Nonforfeiture Amounts</u>	<u>Actual VA Options</u>
VA Deposit	\$10,000 single	\$10,000 single
Front-end load	12.5% of deposit	None
Deferred Contingent Withdrawal Charge	None	None
Annual Charge	\$50, charged at end of year	\$30, charged at end of year
Net investment return	7%	7%

Table 3: VA Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>	<u>Contract Cash Values</u>
1	\$8,750.00	\$10,000.00
2	\$9,312.50	\$10,670.00
3	\$9,914.38	\$11,386.90
4	\$10,558.38	\$12,153.98
5	\$11,247.47	\$12,974.76
6	\$11,984.79	\$13,853.00
7	\$12,773.73	\$14,792.70
8	\$13,617.89	\$15,798.19
9	\$14,521.14	\$16,874.07
10	\$15,487.62	\$18,025.25
11	\$16,521.75	\$19,257.02
12	\$17,628.27	\$20,575.01
13	\$18,812.25	\$21,985.26
14	\$20,079.11	\$23,494.23
15	\$21,434.65	\$25,108.83
16	\$22,885.07	\$26,836.44
17	\$24,437.03	\$28,685.00
18	\$26,097.62	\$30,662.95
19	\$27,874.46	\$32,779.35
20	\$29,775.67	\$35,043.91

Since the Model Regulation minimum values in the above demonstration are less than the VA cash values, compliance with the Model Regulation has been shown.

III. Nonforfeiture Demonstration for Guaranteed Interest Option

For the GIO, the Standard Nonforfeiture Law for Individual Deferred Annuities defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as the accumulation of net contributions at an interest rate of between 1% and 3%, less partial withdrawals less any indebtedness less an annual contract charge less transaction charges.

We will determine the minimum guaranteed interest rate for new contracts using the methodology defined in the NAIC Annuity Nonforfeiture Model Regulation as described above in the discussion on minimum guaranteed interest rates. The resulting interest rate will never be less than one percent or greater than three percent. The numerical demonstration below therefore is shown at both 1% and 3%.

In addition, the Standard Nonforfeiture Law specifies that any cash surrender benefits available prior to maturity must also not be less than the present value, as of the surrender date, of the maturity value arising from contributions prior to surrender, less prior withdrawals, accumulated to maturity at the contractual interest rate. The discount rate used is no more than 1% higher than the contractual interest rate. The maturity date is deemed to occur at the later of the tenth contract anniversary or anniversary following the annuitant's attainment of age 70, but not to exceed the maximum retirement age under the contract.

We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	<u>Minimum Nonforfeiture Amounts</u>	<u>Actual GIO</u>
VA Deposit	\$10,000 single	\$10,000 single
Front-end load	12.5% of deposit	None
Deferred Contingent Withdrawal Charge	None	None
Annual Charge	\$50, charged at end of year	\$30, charged at end of year
Discount Rate	4% and 2%	4% and 2%
Credited Interest Rate	3% and 1%	3% and 1%

Table 4: GIO Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>		<u>PV of Maturity Benefits</u>		<u>Contract Cash Values</u>	
	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>
1	\$8,750.00	\$8,750.00	\$8,242.86	\$8,211.53	\$10,000.00	\$10,000.00
2	\$8,962.50	\$8,787.50	\$8,547.60	\$8,350.88	\$10,270.00	\$10,070.00
3	\$9,181.38	\$8,825.38	\$8,864.29	\$8,492.77	\$10,548.10	\$10,140.70
4	\$9,406.82	\$8,863.63	\$9,193.41	\$8,637.26	\$10,834.54	\$10,212.11
5	\$9,639.02	\$8,902.27	\$9,535.44	\$8,784.38	\$11,129.58	\$10,284.23
6	\$9,878.19	\$8,941.29	\$9,890.91	\$8,934.19	\$11,433.47	\$10,357.07
7	\$10,124.54	\$8,980.70	\$10,260.34	\$9,086.73	\$11,746.47	\$10,430.64
8	\$10,378.27	\$9,020.51	\$10,644.30	\$9,242.08	\$12,068.86	\$10,504.95
9	\$10,639.62	\$9,060.71	\$11,043.35	\$9,400.26	\$12,400.93	\$10,580.00
10	\$10,908.81	\$9,101.32	\$11,458.11	\$9,561.35	\$12,742.96	\$10,655.80
11	\$11,186.07	\$9,142.33	\$11,889.20	\$9,725.39	\$13,095.25	\$10,732.35
12	\$11,471.66	\$9,183.76	\$12,337.26	\$9,892.44	\$13,458.10	\$10,809.68
13	\$11,765.81	\$9,225.59	\$12,802.99	\$10,062.57	\$13,831.85	\$10,887.78
14	\$12,068.78	\$9,267.85	\$13,287.07	\$10,235.82	\$14,216.80	\$10,966.65
15	\$12,380.84	\$9,310.53	\$13,790.24	\$10,412.26	\$14,613.31	\$11,046.32
16	\$12,702.27	\$9,353.63	\$14,313.26	\$10,591.94	\$15,021.71	\$11,126.78
17	\$13,033.34	\$9,397.17	\$14,856.93	\$10,774.94	\$15,442.36	\$11,208.05
18	\$13,374.34	\$9,441.14	\$15,422.07	\$10,961.31	\$15,875.63	\$11,290.13
19	\$13,725.57	\$9,485.55	\$16,009.52	\$11,151.12	\$16,321.90	\$11,373.03
20	\$14,087.33	\$9,530.41	\$16,620.19	\$11,344.44	\$16,781.55	\$11,456.76

Since both the Standard Nonforfeiture Law minimum values and the present values of maturity benefits in the above demonstration are less than the GIO cash values, compliance with the Standard Nonforfeiture Law has been shown.

IV. Reserves

The Standard Valuation Law specifies CARVM reserves to be used for annuities and includes criteria for interest and mortality assumptions to be used in determining minimum reserves. CARVM requires that reserves be the greatest of the present values at the date of valuation of the future guaranteed benefits. Actuarial Guideline XXXIII provides the methodology for applying CARVM to annuities with multiple benefit streams. Actuarial Guideline XXXIV interprets the standards for applying CARVM to minimum guaranteed death benefits.

Our reserves will be calculated in accordance with these guidelines. The system used to calculate the reserves tests all possible integrated benefit streams, considering the guaranteed cash surrender values, partial withdrawals, annuitization benefits, income benefits and minimum guaranteed death benefits. Reserves reflect waiver of contingent withdrawal charge due to death, disability, terminal illness and confinement. We will always set reserves to be at least equal to the minimum standard.

For valuation interest rate purposes, the contract is classified as:

- Plan Type C
- Interest duration guarantees of less than five years
- Valued on the Issue Year basis

The valuation rate is determined from the following formula:

$$\text{Valuation rate} = .03 + W(R - 0.03)$$

where R is the reference rate defined in the valuation law
W is the weighting factor defined in the valuation law

The Plan Type C valuation rate for 2008 issues is 4.75%.

In accordance with Actuarial Guideline XXXIV, the projected benefit streams reflect an assumed immediate drop in supporting asset values, followed by a subsequent recovery based upon a net assumed return. The drop and recovery percentages are specified in the Guideline.

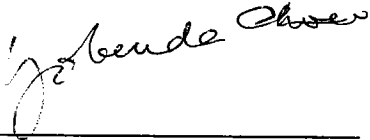
Mortality rates for survivorship discounting and projected death benefits are from the Annuity 2000 mortality table. Guideline XXXIV death benefits are based on the mortality rates specified in the Guideline.

In testing annuitization benefits, the stream of benefits considers annuitization at each possible election date, based on applying guaranteed purchase rates to the accumulated account value. The benefit stream is discounted using interest and mortality as shown below:

- Mortality based on the Annuity 2000 mortality table.
- Interest rate based on Plan Type A, where duration is determined by the number of years from the valuation date to the election date.
- If the annuitization option has a non-life contingent payout period of less than five years, the interest rate is based on Plan Type C.

Reserves for the GIB benefit will be on a standalone basis and will be determined in accordance with Actuarial Guideline XXXIX. Consistent with Guideline XXXIX, the stochastic process, which is used in an asset adequacy analysis with the reserve set equal to the greater of the result of the stochastic process and the accumulation of fees for the benefit will be used to generate stock returns. These stock returns will be further adjusted to comply with the calibration points from the NAIC C3 Phase II RBC.

Prepared on behalf of AXA Equitable Life Insurance Company by:

A handwritten signature in cursive script, appearing to read "Yolanda Chow", written above a horizontal line.

Yolanda Chow, F.S.A., M.A.A.A.
Assistant Vice President & Actuary

July 21, 2009

APPENDIX I: 5-YEAR CMT RATES

<u>Date</u>	<u>5-yr CMT</u>
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10/16/2008	2.84
10/17/2008	2.83
10/20/2008	2.82
10/21/2008	2.63
10/22/2008	2.56
10/23/2008	2.57
10/24/2008	2.64
10/27/2008	2.67
10/28/2008	2.75
10/29/2008	2.77
10/30/2008	2.84
10/31/2008	2.80
11/03/2008	2.71
11/04/2008	2.56
11/05/2008	2.50
11/06/2008	2.46
11/07/2008	2.56
11/10/2008	2.51
11/12/2008	2.37
11/13/2008	2.43
11/14/2008	2.33
11/17/2008	2.32
11/18/2008	2.22
11/19/2008	2.08
11/20/2008	1.94
11/21/2008	2.02
11/24/2008	2.24
11/25/2008	2.06
11/26/2008	2.01
11/28/2008	1.93
Average	2.53
Rounded to nearest 5bps	2.55
Less 125bps	1.30
Rounded up to nearest 25bps	1.50
Subject to min 1%, max 3%	1.50

Actuarial Basis Memorandum
for AXA Equitable Life Insurance Company
Qualified and Non-Qualified Annuity Contract with
Variable Annuity and Guaranteed Interest Options

I. Product Description

This contract is a deferred variable flexible premium annuity sold as traditional individual retirement annuity (IRA), Roth IRA, qualified plan as well as non-qualified annuities to owners and annuitants between the ages of 0 and 70. The maximum maturity date is annuitant's attained age 95.

The contract provides an additional credit equal to a percent of each contribution. Currently this percent is equal to 4% if the first year contribution is less than \$350,000 and 5% if the first year contribution is greater than or equal to \$350,000. This bonus applies only to the contribution and thus affects only the account value. This bonus is not included in any of the guaranteed benefits described below.

Charges

The maximum product charges for all versions of the contract are summarized below.

Annual Charge

The current charge is the lesser of \$30 per year or 2% of the annuity account value (AAV) in contract years 1-2, or \$30 per year thereafter, which is waived if the AAV is at least \$50,000.

Deferred Contingent Withdrawal Charge

Deferred contingent withdrawal charge is a declining percentage of premium, which is charged on full and partial withdrawals, based on the following table.

Table 1: Deferred Contingent Withdrawal Charge

Contract Year Following Deposit	Percentage Of Premium
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9	1%
10+	0%

Free Withdrawal Amount

Free withdrawal amount in the Non-Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Non-Guaranteed Benefit Investment Options. If only GMDB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Guaranteed Benefit Investment Options. If GIB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is the rollup percentage applicable at the beginning of each contract year times the beginning of contract year GIB benefit base.

Withdrawal Charge Processing Fee

No withdrawal charge processing fee is charged.

Premium Tax Charges

Any premium taxes imposed by any state will be passed along as a charge to the Contract holder.

Guaranteed Benefit Charge

Guaranteed benefit charge is a percentage of the amount of the guaranteed benefit as of the contract anniversary date. The charge for both the Guaranteed Income Benefit (GIB) and Guaranteed Minimum Death Benefit (GMDB) is a percentage of the guaranteed benefit base, which is the amount of the guarantee. The percentage is listed in the following table.

Table 2: Guaranteed Benefit Charge

Type of Guaranteed Benefit	Charge	Range
Guaranteed Income Benefit – Current	0.80%	0.50% – 1.25%
Guaranteed Income Benefit – Max	1.10%	0.80% – 1.55%
Return of Principal Death Benefit*	0.00%	0.00% – 0.50%
Annual Ratchet Death Benefit*	0.25%	0.15% – 0.75%
Greater of Death Benefit – Current	0.80%	0.50% – 1.25%
Greater of Death Benefit – Max	0.95%	0.65% – 1.40%

* The charge will not increase for the life of the rider.

Mortality and Expense Risks Charge, Administration Charge and Distribution Charge

Total charge of 1.55% (maximum 2.00%) is currently assessed to amounts in the variable investment options (VIOs).

Fund Facilitation Charge

Fund Facilitation Charge is applied to certain Non-Guaranteed Benefit Investment Options, range from 0% to 0.45%

Investment Options

Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options are available. The Guaranteed Benefit Investment Options provide the GIB and/or GMDB benefit bases, and must be elected at issue but can be funded later. The Non-Guaranteed Benefit Investment Options do not provide guarantee benefits.

Contributions to Guaranteed and Non-Guaranteed Benefit Investment Options are permitted until attained age 71. Transfers from Non-Guaranteed Benefit Investment Options to Guaranteed Benefit Investment Options are permitted until attained age 75 (or first contract anniversary, if later) or first withdrawal from the Guaranteed Benefit Investment Options. Transfer from Guaranteed Benefit Investment Options to Non-Guaranteed Benefit Investment Options is not permitted, except in the case of termination of guaranteed benefit(s). We may discontinue to accept subsequent contribution or transfer into Guaranteed Benefit Investment Options with advance written notice to the contract owner.

VIOs are available in both the Guaranteed and Non-Guaranteed Benefit Investment Options. Guaranteed Interest Option (GIO) is available only in the Non-Guaranteed Benefit Investment Options. The VIOs are offered through Separate Account No. 49.

Investments in the Guaranteed Benefit Investment Options are restricted to fund availability and fund allocation. Any changes to the fund classifications of available Investment Options will be provided to the contract owner in writing.

The minimum guaranteed interest rate is credited to the GIO. The interest rate will be determined using the methodology defined in the NAIC Annuity Nonforfeiture model regulation. The annual rate of interest used in determining minimum nonforfeiture amounts will be determined as the 5-year Constant Maturity Treasury (CMT) Rate reported by the Federal Reserve rounded to the nearest 5 basis points (bps) reduced by 125 bps. This rate is then rounded up to the higher 25 bps. We will use the average of the daily 5-year CMT rates for a 60-calendar day period average beginning October 1st to set the rate for the following year. This will ensure that the minimum guaranteed rate for a contract will be determined no longer than fifteen (15) months prior to the contract issue date. The resulting interest rate will be the minimum credited rate on new contracts. It will never be less than 1% or greater than 3%.

As an example of the calculation, the 60-day average of the 5-year CMT Rate reported by the Federal Reserve beginning October 1, 2008 is 2.53%. 2.53% rounded to the nearest 5 bps is 2.55%. 2.55% reduced by 125 bps is 1.30%. 1.30% rounded up to the nearest 25 bps is 1.50%. The rate is set to 1.50%. Appendix I contains the 5-year CMT rates used in this example.

The minimum guaranteed interest rate as determined by this method shall apply for the life of the contract. The VIOs do not provide any guaranteed rate of return on the assets invested in the VIOs.

Riders

GIB

GIB provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. GIB, which is available for owner's issue ages 20-70, is an optional benefit that must be elected at issue. To create the GIB benefit base in order to receive the benefits, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

Both lifetime income payments and annual withdrawal amounts are derived from GIB benefit base. The GIB benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. The Annual Ratchet benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 95. The Annual Rollup benefit base is increased by contributions, transfers to the Guaranteed Benefit Investment Options and rollup amount and is reduced by withdrawals. The rollup amount is equal to the benefit base multiplied by rollup rate. Rollup occurs up to owner's (or older joint owner's) age 95.

The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which contract anniversary falls, plus 100 bps, rounded to the nearest 10 bps. A higher rollup rate may be declared at discretion. The minimum rollup rate can be changed each contract year, subject to a floor and a cap. For example, the average rate of 10-year Treasury rates during the 20 calendar days ending June 15, 2009 is 3.75%. Therefore, the rollup rate for contracts issued in the third quarter of 2009 is no less than 4.80%, which is 3.75% plus 100bps, rounded to the nearest 10bps. The minimum annual rollup rate will be determined and declared quarterly.

The rollup benefit base is reset to equal the Guaranteed Benefit AAV if greater than the rollup benefit base every 3 contract years up to owner's (or older joint owner's) age 95. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset.

Lifetime income payments begin when the Guaranteed Benefit AAV is reduced to zero or the owner (or older joint owner) reaches age 95 (or the maturity date), whichever is earlier. Income payments equal to the GIB benefit base multiplied by the applicable GIB payment factor based on owner's age (or younger age if joint life elected) as shown in table below.

Table 3: GIB Payment Factors

Age	Single Life	Joint Life
Up to 85	4.0%	3.25%
86 – 94	5.0%	4.0%
95	6.0%	4.5%

GIB can be elected with the Return of Principal GMDB, the Annual Ratchet GMDB, or the Greater of GMDB. GIB can be terminated after issue.

GMDB

GMDB is an optional death benefit that contract owner must elect at issue. To create the GMDB benefit base in order to receive the benefit, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

The contract owner can elect one of the three GMDB -- Return of Principal, Annual Ratchet and "Greater of" GMDB.

Return of Principal Death Benefit, which is available for issue ages 0 to 70, provides the return of all contributions (including transfer) made to the Guaranteed Benefit Investment Options, adjusted for withdrawals. This benefit can be elected alone or with GIB.

Annual Ratchet Death Benefit, which is available for issue ages 0 to 70, provides GMDB derived from a benefit base. The benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 85. The benefit can be elected alone or with GIB.

"Greater of" Death Benefit, which is available for issue ages 20 to 70, provides GMDB derived from a benefit base. The benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. Both Annual Rollup and Annual Ratchet benefit bases are operated in the same manner as those of GIB except that rollup, rollup reset and ratchet occur only up to owner's (or older joint owner's) age 85. The applicable rollup rate will be the same for GMDB and GIB in any contract year. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset. The benefit cannot be elected alone and must be elected with GIB.

Under all the above GMDB, the GMDB benefit base is reduced by withdrawals, and the actual death benefit paid out from the Guaranteed Benefit Investment Options is the greater of Guaranteed Benefit AAV at the time of death or the benefit base. Total death benefit paid out from the contract is the sum of death benefit paid out from the Guaranteed Benefit Investment Options and the Non-Guaranteed Benefit AAV. GMDB can be terminated after issue.

II. Nonforfeiture Demonstration for Variable Annuity Option

The Variable Annuity Model Regulation defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as an accumulation of net contributions increased or decreased by the net investment return less partial withdrawals less any indebtedness less an annual contract charge less transaction charges. We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	Minimum Nonforfeiture <u>Amounts</u>	<u>Actual VA Options</u>	
VA Deposit	\$10,000 single	\$10,000 single	
Front-end load	12.5% of deposit	None	
Deferred Contingent Withdrawal Charge	None	Contract Year Following Deposit	Percentage Of Premium
		1	8%
		2	8%
		3	7%
		4	6%
		5	5%
		6	4%
		7	3%
		8	2%
		9	1%
		10+	0%
Annual Charge	\$50, charged at end of year	\$30, charged at end of year	
Net investment return	7%	7%	

Table 4: VA Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>	<u>Contract Cash Values</u>
1	\$8,750.00	\$9,600.00
2	\$9,312.50	\$10,298.00
3	\$9,914.38	\$11,144.86
4	\$10,558.38	\$12,044.00
5	\$11,247.47	\$12,999.08
6	\$11,984.79	\$14,014.02
7	\$12,773.73	\$15,093.00
8	\$13,617.89	\$16,240.51
9	\$14,521.14	\$17,461.34
10	\$15,487.62	\$18,760.64
11	\$16,521.75	\$20,043.88
12	\$17,628.27	\$21,416.95
13	\$18,812.25	\$22,886.14
14	\$20,079.11	\$24,458.17
15	\$21,434.65	\$26,140.24
16	\$22,885.07	\$27,940.06
17	\$24,437.03	\$29,865.86
18	\$26,097.62	\$31,926.47
19	\$27,874.46	\$34,131.32
20	\$29,775.67	\$36,490.52

Since the Model Regulation minimum values in the above demonstration are less than the VA cash values, compliance with the Model Regulation has been shown.

III. Nonforfeiture Demonstration for Guaranteed Interest Option

For the GIO, the Standard Nonforfeiture Law for Individual Deferred Annuities defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as the accumulation of net contributions at an interest rate of between 1% and 3%, less partial withdrawals less any indebtedness less an annual contract charge less transaction charges.

We will determine the minimum guaranteed interest rate for new contracts using the methodology defined in the NAIC Annuity Nonforfeiture Model Regulation as described above in the discussion on minimum guaranteed interest rates. The resulting interest rate will never be less than one percent or greater than three percent. The numerical demonstration below therefore is shown at both 1% and 3%.

In addition, the Standard Nonforfeiture Law specifies that any cash surrender benefits available prior to maturity must also not be less than the present value, as of the surrender date, of the maturity value arising from contributions prior to surrender, less prior withdrawals, accumulated to maturity at the contractual interest rate. The discount rate used is no more than 1% higher than the contractual interest rate. The maturity date is deemed to occur at the later of the tenth contract anniversary or anniversary following the annuitant's attainment of age 70, but not to exceed the maximum retirement age under the contract.

We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	Minimum Nonforfeiture <u>Amounts</u>	<u>Actual GIO</u>	
VA Deposit	\$10,000 single	\$10,000 single	
Front-end load	12.5% of deposit	None	
Deferred Contingent Withdrawal Charge	None	Contract Year Following Deposit	Percentage Of Premium
		1	8%
		2	8%
		3	7%
		4	6%
		5	5%
		6	4%
		7	3%
		8	2%
		9	1%
		10+	0%
Annual Charge	\$50, charged at end of year	\$30, charged at end of year	
Discount Rate	4% and 2%	4% and 2%	
Credited Interest Rate	3% and 1%	3% and 1%	

Table 5: GIO Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>		<u>PV of Maturity Benefits</u>		<u>Contract Cash Values</u>	
	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>
1	\$8,750.00	\$8,750.00	\$8,572.57	\$8,539.99	\$9,600.00	\$9,600.00
2	\$8,962.50	\$8,787.50	\$8,890.50	\$8,685.91	\$9,882.00	\$9,674.00
3	\$9,181.38	\$8,825.38	\$9,220.91	\$8,834.51	\$10,272.46	\$9,848.74
4	\$9,406.82	\$8,863.63	\$9,564.29	\$8,985.82	\$10,671.63	\$10,024.23
5	\$9,639.02	\$8,902.27	\$9,921.16	\$9,139.91	\$11,079.78	\$10,200.47
6	\$9,878.19	\$8,941.29	\$10,292.06	\$9,296.83	\$11,497.18	\$10,377.47
7	\$10,124.54	\$8,980.70	\$10,677.53	\$9,456.63	\$11,924.09	\$10,555.25
8	\$10,378.27	\$9,020.51	\$11,078.18	\$9,619.37	\$12,360.81	\$10,733.80
9	\$10,639.62	\$9,060.71	\$11,494.59	\$9,785.11	\$12,807.64	\$10,913.14
10	\$10,908.81	\$9,101.32	\$11,927.40	\$9,953.89	\$13,264.87	\$11,093.27
11	\$11,186.07	\$9,142.33	\$12,377.26	\$10,125.78	\$13,632.81	\$11,174.20
12	\$11,471.66	\$9,183.76	\$12,844.84	\$10,300.84	\$14,011.80	\$11,255.95
13	\$11,765.81	\$9,225.59	\$13,330.87	\$10,479.13	\$14,402.15	\$11,338.51
14	\$12,068.78	\$9,267.85	\$13,836.07	\$10,660.72	\$14,804.22	\$11,421.89
15	\$12,380.84	\$9,310.53	\$14,361.20	\$10,845.65	\$15,218.34	\$11,506.11
16	\$12,702.27	\$9,353.63	\$14,907.06	\$11,034.01	\$15,644.89	\$11,591.17
17	\$13,033.34	\$9,397.17	\$15,474.48	\$11,225.85	\$16,084.24	\$11,677.08
18	\$13,374.34	\$9,441.14	\$16,064.32	\$11,421.24	\$16,536.77	\$11,763.85
19	\$13,725.57	\$9,485.55	\$16,677.46	\$11,620.25	\$17,002.87	\$11,851.49
20	\$14,087.33	\$9,530.41	\$17,314.85	\$11,822.95	\$17,482.96	\$11,940.01

Since both the Standard Nonforfeiture Law minimum values and the present values of maturity benefits in the above demonstration are less than the GIO cash values, compliance with the Standard Nonforfeiture Law has been shown.

IV. Reserves

The Standard Valuation Law specifies CARVM reserves to be used for annuities and includes criteria for interest and mortality assumptions to be used in determining minimum reserves. CARVM requires that reserves be the greatest of the present values at the date of valuation of the future guaranteed benefits. Actuarial Guideline XXXIII provides the methodology for applying CARVM to annuities with multiple benefit streams. Actuarial Guideline XXXIV interprets the standards for applying CARVM to minimum guaranteed death benefits.

Our reserves will be calculated in accordance with these guidelines. The system used to calculate the reserves tests all possible integrated benefit streams, considering the guaranteed cash surrender values, partial withdrawals, annuitization benefits, income benefits and minimum guaranteed death benefits. Reserves reflect waiver of contingent withdrawal charge due to death, disability, terminal illness and confinement. We will always set reserves to be at least equal to the minimum standard.

For valuation interest rate purposes, the contract is classified as:

- Plan Type C
- Interest duration guarantees of less than five years
- Valued on the Issue Year basis

The valuation rate is determined from the following formula:

$$\text{Valuation rate} = .03 + W(R - 0.03)$$

where R is the reference rate defined in the valuation law
W is the weighting factor defined in the valuation law

The Plan Type C valuation rate for 2008 issues is 4.75%.

In accordance with Actuarial Guideline XXXIV, the projected benefit streams reflect an assumed immediate drop in supporting asset values, followed by a subsequent recovery based upon a net assumed return. The drop and recovery percentages are specified in the Guideline.


Mortality rates for survivorship discounting and projected death benefits are from the Annuity 2000 mortality table. Guideline XXXIV death benefits are based on the mortality rates specified in the Guideline.

In testing annuitization benefits, the stream of benefits considers annuitization at each possible election date, based on applying guaranteed purchase rates to the accumulated account value. The benefit stream is discounted using interest and mortality as shown below:

- Mortality based on the Annuity 2000 mortality table.
- Interest rate based on Plan Type A, where duration is determined by the number of years from the valuation date to the election date.
- If the annuitization option has a non-life contingent payout period of less than five years, the interest rate is based on Plan Type C.

Reserves for the GIB benefit will be on a standalone basis and will be determined in accordance with Actuarial Guideline XXXIX. Consistent with Guideline XXXIX, the stochastic process, which is used in an asset adequacy analysis with the reserve set equal to the greater of the result of the stochastic process and the accumulation of fees for the benefit will be used to generate stock returns. These stock returns will be further adjusted to comply with the calibration points from the NAIC C3 Phase II RBC.

Prepared on behalf of AXA Equitable Life Insurance Company by:

A handwritten signature in black ink, appearing to read "Yolanda Chow". The signature is fluid and cursive, with the first name "Yolanda" being more prominent than the last name "Chow".

Yolanda Chow, F.S.A., M.A.A.A.
Assistant Vice President & Actuary

July 21, 2009

APPENDIX I: 5-YEAR CMT RATES

<u>Date</u>	<u>5-yr CMT</u>
10/01/2008	2.87
10/02/2008	2.68
10/03/2008	2.64
10/06/2008	2.45
10/07/2008	2.45
10/08/2008	2.70
10/09/2008	2.79
10/10/2008	2.77
10/14/2008	3.01
10/15/2008	2.90
10/16/2008	2.84
10/17/2008	2.83
10/20/2008	2.82
10/21/2008	2.63
10/22/2008	2.56
10/23/2008	2.57
10/24/2008	2.64
10/27/2008	2.67
10/28/2008	2.75
10/29/2008	2.77
10/30/2008	2.84
10/31/2008	2.80
11/03/2008	2.71
11/04/2008	2.56
11/05/2008	2.50
11/06/2008	2.46
11/07/2008	2.56
11/10/2008	2.51
11/12/2008	2.37
11/13/2008	2.43
11/14/2008	2.33
11/17/2008	2.32
11/18/2008	2.22
11/19/2008	2.08
11/20/2008	1.94
11/21/2008	2.02
11/24/2008	2.24
11/25/2008	2.06
11/26/2008	2.01
11/28/2008	1.93
Average	2.53
Rounded to nearest 5bps	2.55
Less 125bps	1.30
Rounded up to nearest 25bps	1.50
Subject to min 1%, max 3%	1.50

Actuarial Basis Memorandum
for AXA Equitable Life Insurance Company
Qualified and Non-Qualified Annuity Contract with
Variable Annuity, Guaranteed Interest,
and DCA Account Options

I. Product Description

This contract is a deferred variable flexible premium annuity sold as traditional individual retirement annuity (IRA), Roth IRA, qualified plan as well as non-qualified annuities to owners and annuitants between the ages of 0 and 85. The maximum maturity date is annuitant's attained age 95.

Charges

The maximum product charges for all versions of the contract are summarized below.

Annual Charge

The current charge is the lesser of \$30 per year or 2% of the annuity account value (AAV) in contract years 1-2, or \$30 per year thereafter, which is waived if the AAV is at least \$50,000.

Deferred Contingent Withdrawal Charge

Deferred contingent withdrawal charge is a declining percentage of premium, which is charged on full and partial withdrawals, based on the following table.

Table 1: Deferred Contingent Withdrawal Charge

Contract Year Following Deposit	Percentage Of Premium
1	8%
2	7%
3	6%
4	5%
5+	0%

Free Withdrawal Amount

Free withdrawal amount in the Non-Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Non-Guaranteed Benefit Investment Options. If only GMDB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is 10% of beginning of contract year AAV in the Guaranteed Benefit Investment Options. If GIB is elected, the free withdrawal amount in the Guaranteed Benefit Investment Options is the rollup percentage applicable at the beginning of each contract year times the beginning of contract year GIB benefit base.

Withdrawal Charge Processing Fee

No withdrawal charge processing fee is charged.

Premium Tax Charges

Any premium taxes imposed by any state will be passed along as a charge to the Contract holder.

Guaranteed Benefit Charge

Guaranteed benefit charge is a percentage of the amount of the guaranteed benefit as of the contract anniversary date. The charge for both the Guaranteed Income Benefit (GIB) and Guaranteed Minimum Death Benefit (GMDB) is a percentage of the guaranteed benefit base, which is the amount of the guarantee. The percentage is listed in the following table.

Table 2: Guaranteed Benefit Charge

Type of Guaranteed Benefit	Charge	Range
Guaranteed Income Benefit – Current	0.80%	0.50% – 1.25%
Guaranteed Income Benefit – Max	1.10%	0.80% – 1.55%
Return of Principal Death Benefit*	0.00%	0.00% – 0.50%
Annual Ratchet Death Benefit*	0.25%	0.15% – 0.75%
Greater of Death Benefit – Current	0.80%	0.50% – 1.25%
Greater of Death Benefit – Max	0.95%	0.65% – 1.40%

* The charge will not increase for the life of the rider.

Mortality and Expense Risks Charge, Administration Charge and Distribution Charge

Total charge of 1.65% (maximum 2.00%) is currently assessed to amounts in the variable investment options (VIOs).

Fund Facilitation Charge

Fund Facilitation Charge is applied to certain Non-Guaranteed Benefit Investment Options, range from 0% to 0.45%

Investment Options

Guaranteed Benefit Investment Options and Non-Guaranteed Benefit Investment Options are available. The Guaranteed Benefit Investment Options provide the GIB and/or GMDB benefit bases, and must be elected at issue but can be funded later. The Non-Guaranteed Benefit Investment Options do not provide guarantee benefits.

Contributions to Guaranteed Benefit Investment Options and transfer from Non-Guaranteed Benefit Investment Options to Guaranteed Benefit Investment Options are permitted until attained age 75 (or first contract anniversary, if later) or first withdrawal from the Guaranteed Benefit Investment Options. Contributions to Non-Guaranteed Benefit Investment Options are permitted until attained age 86. Transfer from Guaranteed Benefit Investment Options to Non-Guaranteed Benefit Investment Options is not permitted, except in the case of termination of guaranteed benefit(s). We may discontinue to accept subsequent contribution or transfer into Guaranteed Benefit Investment Options with advance written notice to the contract owner.

VIOs and Dollar Cost Averaging (DCA) Account Options are available in both the Guaranteed and Non-Guaranteed Benefit Investment Options. Guaranteed Interest Option (GIO) is available only in the Non-Guaranteed Benefit Investment Options. The VIOs are offered through Separate Account No. 49.

Investments in the Guaranteed Benefit Investment Options are restricted to fund availability and fund allocation. Any changes to the fund classifications of available Investment Options will be provided to the contract owner in writing.

The minimum guaranteed interest rate is credited for both the GIO and the DCA Account Option. The interest rate will be determined using the methodology defined in the NAIC Annuity Nonforfeiture model regulation. The annual rate of interest used in determining minimum nonforfeiture amounts will be determined as the 5-year Constant Maturity Treasury (CMT) Rate reported by the Federal Reserve rounded to the nearest 5 basis points (bps) reduced by 125 bps. This rate is then rounded up to the higher 25 bps. We will use the average of the daily 5-year CMT rates for a 60-calendar day period average beginning October 1st to set the rate for the following year. This will ensure that the minimum guaranteed rate for a contract will be determined no longer than fifteen (15) months prior to the contract issue date. The resulting interest rate will be the minimum credited rate on new contracts. It will never be less than 1% or greater than 3%.

As an example of the calculation, the 60-day average of the 5-year CMT Rate reported by the Federal Reserve beginning October 1, 2008 is 2.53%. 2.53% rounded to the nearest 5 bps is 2.55%. 2.55% reduced by 125 bps is 1.30%. 1.30% rounded up to the nearest 25 bps is 1.50%. The rate is set to 1.50%. Appendix I contains the 5-year CMT rates used in this example.

The minimum guaranteed interest rate as determined by this method shall apply for the life of the contract. The VIOs do not provide any guaranteed rate of return on the assets invested in the VIOs.

Riders

GIB

GIB provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. GIB, which is available for owner's issue ages 20-75, is an optional benefit that must be elected at issue. To create the GIB benefit base in order to receive the benefits, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

Both lifetime income payments and annual withdrawal amounts are derived from GIB benefit base. The GIB benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. The Annual Ratchet benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 95. The Annual Rollup benefit base is increased by contributions, transfers to the Guaranteed Benefit Investment Options and rollup amount and is reduced by withdrawals. The rollup amount is equal to the benefit base multiplied by rollup rate. Rollup occurs up to owner's (or older joint owner's) age 95.

The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which contract anniversary falls, plus 100 bps, rounded to the nearest 10 bps. A higher rollup rate may be declared at discretion. The minimum rollup rate can be changed each contract year, subject to a floor and a cap. For example, the average rate of 10-year Treasury rates during the 20 calendar days ending June 15, 2009 is 3.75%. Therefore, the rollup rate for contracts issued in the third quarter of 2009 is no less than 4.80%, which is 3.75% plus 100bps, rounded to the nearest 10bps. The minimum annual rollup rate will be determined and declared quarterly.

VIOs and Dollar Cost Averaging (DCA) Account Options are available in both the Guaranteed and Non-Guaranteed Benefit Investment Options. Guaranteed Interest Option (GIO) is available only in the Non-Guaranteed Benefit Investment Options. The VIOs are offered through Separate Account No. 49.

Investments in the Guaranteed Benefit Investment Options are restricted to fund availability and fund allocation. Any changes to the fund classifications of available Investment Options will be provided to the contract owner in writing.

The minimum guaranteed interest rate is credited for both the GIO and the DCA Account Option. The interest rate will be determined using the methodology defined in the NAIC Annuity Nonforfeiture model regulation. The annual rate of interest used in determining minimum nonforfeiture amounts will be determined as the 5-year Constant Maturity Treasury (CMT) Rate reported by the Federal Reserve rounded to the nearest 5 basis points (bps) reduced by 125 bps. This rate is then rounded up to the higher 25 bps. We will use the average of the daily 5-year CMT rates for a 60-calendar day period average beginning October 1st to set the rate for the following year. This will ensure that the minimum guaranteed rate for a contract will be determined no longer than fifteen (15) months prior to the contract issue date. The resulting interest rate will be the minimum credited rate on new contracts. It will never be less than 1% or greater than 3%.

As an example of the calculation, the 60-day average of the 5-year CMT Rate reported by the Federal Reserve beginning October 1, 2008 is 2.53%. 2.53% rounded to the nearest 5 bps is 2.55%. 2.55% reduced by 125 bps is 1.30%. 1.30% rounded up to the nearest 25 bps is 1.50%. The rate is set to 1.50%. Appendix I contains the 5-year CMT rates used in this example.

The minimum guaranteed interest rate as determined by this method shall apply for the life of the contract. The VIOs do not provide any guaranteed rate of return on the assets invested in the VIOs.

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GIB provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. GIB, which is available for owner's issue ages 20-75, is an optional benefit that must be elected at issue. To create the GIB benefit base in order to receive the benefits, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

Both lifetime income payments and annual withdrawal amounts are derived from GIB benefit base. The GIB benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. The Annual Ratchet benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 95. The Annual Rollup benefit base is increased by contributions, transfers to the Guaranteed Benefit Investment Options and rollup amount and is reduced by withdrawals. The rollup amount is equal to the benefit base multiplied by rollup rate. Rollup occurs up to owner's (or older joint owner's) age 95.

The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which contract anniversary falls, plus 100 bps, rounded to the nearest 10 bps. A higher rollup rate may be declared at discretion. The minimum rollup rate can be changed each contract year, subject to a floor and a cap. For example, the average rate of 10-year Treasury rates during the 20 calendar days ending June 15, 2009 is 3.75%. Therefore, the rollup rate for contracts issued in the third quarter of 2009 is no less than 4.80%, which is 3.75% plus 100bps, rounded to the nearest 10bps. The minimum annual rollup rate will be determined and declared quarterly.

The rollup benefit base is reset to equal the Guaranteed Benefit AAV if greater than the rollup benefit base every 3 contract years up to owner's (or older joint owner's) age 95. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset.

Lifetime income payments begin when the Guaranteed Benefit AAV is reduced to zero or the owner (or older joint owner) reaches age 95 (or the maturity date), whichever is earlier. Income payments equal to the GIB benefit base multiplied by the applicable GIB payment factor based on owner's age (or younger age if joint life elected) as shown in table below.

Table 3: GIB Payment Factors

Age	Single Life	Joint Life
Up to 85	4.0%	3.25%
86 – 94	5.0%	4.0%
95	6.0%	4.5%

GIB can be elected with the Return of Principal GMDB, the Annual Ratchet GMDB, or the Greater of GMDB. GIB can be terminated after issue.

GMDB

GMDB is an optional death benefit that contract owner must elect at issue. To create the GMDB benefit base in order to receive the benefit, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options.

The contract owner can elect one of the three GMDB -- Return of Principal, Annual Ratchet and "Greater of" GMDB.

Return of Principal Death Benefit, which is available for issue ages 0 to 75, provides the return of all contributions (including transfer) made to the Guaranteed Benefit Investment Options, adjusted for withdrawals. This benefit can be elected alone or with GIB.

Annual Ratchet Death Benefit, which is available for issue ages 0 to 75, provides GMDB derived from a benefit base. The benefit base is reset to equal the Guaranteed Benefit AAV if greater than the current Annual Ratchet benefit base on each contract anniversary up to owner's (or older joint owner's) age 85. The benefit can be elected alone or with GIB.

"Greater of" Death Benefit, which is available for issue ages 20 to 75, provides GMDB derived from a benefit base. The benefit base is the greater of Annual Rollup benefit base or Annual Ratchet benefit base. Both Annual Rollup and Annual Ratchet benefit bases are operated in the same manner as those of GIB except that rollup, rollup reset and ratchet occur only up to owner's (or older joint owner's) age 85. The applicable rollup rate will be the same for GMDB and GIB in any contract year. We may increase the charge up to the maximum amount if reset occurs, with advanced written notice to owner. The owner may decline the charge increase and reset. The benefit cannot be elected alone and must be elected with GIB.

Under all the above GMDB, the GMDB benefit base is reduced by withdrawals, and the actual death benefit paid out from the Guaranteed Benefit Investment Options is the greater of Guaranteed Benefit AAV at the time of death or the benefit base. Total death benefit paid out from the contract is the sum of death benefit paid out from the Guaranteed Benefit Investment Options and the Non-Guaranteed Benefit AAV. GMDB can be terminated after issue.

II. Nonforfeiture Demonstration for Variable Annuity Option

The Variable Annuity Model Regulation defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as an accumulation of net contributions increased or decreased by the net investment return less partial withdrawals less any indebtedness less an annual contract charge less transaction charges. We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	Minimum Nonforfeiture <u>Amounts</u>	<u>Actual VA Options</u>													
VA Deposit	\$10,000 single	\$10,000 single													
Front-end load	12.5% of deposit	None													
Deferred Contingent Withdrawal Charge	None	<table><tr><th>Contract Year Following Deposit</th><th>Percentage Of Premium</th></tr><tr><td>1</td><td>8%</td></tr><tr><td>2</td><td>7%</td></tr><tr><td>3</td><td>6%</td></tr><tr><td>4</td><td>5%</td></tr><tr><td>5+</td><td>0%</td></tr></table>	Contract Year Following Deposit	Percentage Of Premium	1	8%	2	7%	3	6%	4	5%	5+	0%	
Contract Year Following Deposit	Percentage Of Premium														
1	8%														
2	7%														
3	6%														
4	5%														
5+	0%														
Annual Charge	\$50, charged at end of year	\$30, charged at end of year													
Net investment return	7%	7%													

Table 4: VA Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>	<u>Contract Cash Values</u>
1	\$8,750.00	\$9,200.00
2	\$9,312.50	\$9,970.00
3	\$9,914.38	\$10,786.90
4	\$10,558.38	\$11,653.98
5	\$11,247.47	\$12,974.76
6	\$11,984.79	\$13,853.00
7	\$12,773.73	\$14,792.70
8	\$13,617.89	\$15,798.19
9	\$14,521.14	\$16,874.07
10	\$15,487.62	\$18,025.25
11	\$16,521.75	\$19,257.02
12	\$17,628.27	\$20,575.01
13	\$18,812.25	\$21,985.26
14	\$20,079.11	\$23,494.23
15	\$21,434.65	\$25,108.83
16	\$22,885.07	\$26,836.44
17	\$24,437.03	\$28,685.00
18	\$26,097.62	\$30,662.95
19	\$27,874.46	\$32,779.35
20	\$29,775.67	\$35,043.91

Since the Model Regulation minimum values in the above demonstration are less than the VA cash values, compliance with the Model Regulation has been shown.

III. Nonforfeiture Demonstration for Guaranteed Interest Option

For the GIO, the Standard Nonforfeiture Law for Individual Deferred Annuities defines the Minimum Nonforfeiture Amount prior to the annuity commencement date as the accumulation of net contributions at an interest rate of between 1% and 3%, less partial withdrawals less any indebtedness less an annual contract charge less transaction charges.

We will determine the minimum guaranteed interest rate for new contracts using the methodology defined in the NAIC Annuity Nonforfeiture Model Regulation as described above in the discussion on minimum guaranteed interest rates. The resulting interest rate will never be less than one percent or greater than three percent. The numerical demonstration below therefore is shown at both 1% and 3%.

In addition, the Standard Nonforfeiture Law specifies that any cash surrender benefits available prior to maturity must also not be less than the present value, as of the surrender date, of the maturity value arising from contributions prior to surrender, less prior withdrawals, accumulated to maturity at the contractual interest rate. The discount rate used is no more than 1% higher than the contractual interest rate. The maturity date is deemed to occur at the later of the tenth contract anniversary or anniversary following the annuitant's attainment of age 70, but not to exceed the maximum retirement age under the contract.

We provide the following demonstration of compliance with the Minimum Nonforfeiture Amount using the contract's maximum guaranteed charges. For the purpose of this demonstration, the contribution without any additional allocation is illustrated. This demonstration is based on the following additional assumptions:

	Minimum Nonforfeiture Amounts	Actual GIO	
VA Deposit	\$10,000 single	\$10,000 single	
Front-end load	12.5% of deposit	None	
Deferred Contingent Withdrawal Charge	None	Contract Year Following Deposit	Percentage Of Premium
		1	8%
		2	7%
		3	6%
		4	5%
		5+	0%
Annual Charge	\$50, charged at end of year	\$30, charged at end of year	
Discount Rate	4% and 2%	4% and 2%	
Credited Interest Rate	3% and 1%	3% and 1%	

Table 5: GIO Numerical Demonstration

<u>Year</u>	<u>NAIC Min. Values</u>		<u>PV of Maturity Benefits</u>		<u>Contract Cash Values</u>	
	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>	<u>Based on 3%</u>	<u>Based on 1%</u>
1	\$8,750.00	\$8,750.00	\$8,242.86	\$8,211.53	\$9,200.00	\$9,200.00
2	\$8,962.50	\$8,787.50	\$8,547.60	\$8,350.88	\$9,570.00	\$9,370.00
3	\$9,181.38	\$8,825.38	\$8,864.29	\$8,492.77	\$9,948.10	\$9,540.70
4	\$9,406.82	\$8,863.63	\$9,193.41	\$8,637.26	\$10,334.54	\$9,712.11
5	\$9,639.02	\$8,902.27	\$9,535.44	\$8,784.38	\$11,129.58	\$10,284.23
6	\$9,878.19	\$8,941.29	\$9,890.91	\$8,934.19	\$11,433.47	\$10,357.07
7	\$10,124.54	\$8,980.70	\$10,260.34	\$9,086.73	\$11,746.47	\$10,430.64
8	\$10,378.27	\$9,020.51	\$10,644.30	\$9,242.08	\$12,068.86	\$10,504.95
9	\$10,639.62	\$9,060.71	\$11,043.35	\$9,400.26	\$12,400.93	\$10,580.00
10	\$10,908.81	\$9,101.32	\$11,458.11	\$9,561.35	\$12,742.96	\$10,655.80
11	\$11,186.07	\$9,142.33	\$11,889.20	\$9,725.39	\$13,095.25	\$10,732.35
12	\$11,471.66	\$9,183.76	\$12,337.26	\$9,892.44	\$13,458.10	\$10,809.68
13	\$11,765.81	\$9,225.59	\$12,802.99	\$10,062.57	\$13,831.85	\$10,887.78
14	\$12,068.78	\$9,267.85	\$13,287.07	\$10,235.82	\$14,216.80	\$10,966.65
15	\$12,380.84	\$9,310.53	\$13,790.24	\$10,412.26	\$14,613.31	\$11,046.32
16	\$12,702.27	\$9,353.63	\$14,313.26	\$10,591.94	\$15,021.71	\$11,126.78
17	\$13,033.34	\$9,397.17	\$14,856.93	\$10,774.94	\$15,442.36	\$11,208.05
18	\$13,374.34	\$9,441.14	\$15,422.07	\$10,961.31	\$15,875.63	\$11,290.13
19	\$13,725.57	\$9,485.55	\$16,009.52	\$11,151.12	\$16,321.90	\$11,373.03
20	\$14,087.33	\$9,530.41	\$16,620.19	\$11,344.44	\$16,781.55	\$11,456.76

Since both the Standard Nonforfeiture Law minimum values and the present values of maturity benefits in the above demonstration are less than the GIO cash values, compliance with the Standard Nonforfeiture Law has been shown.

IV. Reserves

The Standard Valuation Law specifies CARVM reserves to be used for annuities and includes criteria for interest and mortality assumptions to be used in determining minimum reserves. CARVM requires that reserves be the greatest of the present values at the date of valuation of the future guaranteed benefits. Actuarial Guideline XXXIII provides the methodology for applying CARVM to annuities with multiple benefit streams. Actuarial Guideline XXXIV interprets the standards for applying CARVM to minimum guaranteed death benefits.

Our reserves will be calculated in accordance with these guidelines. The system used to calculate the reserves tests all possible integrated benefit streams, considering the guaranteed cash surrender values, partial withdrawals, annuitization benefits, income benefits and minimum guaranteed death benefits. Reserves reflect waiver of contingent withdrawal charge due to death, disability, terminal illness and confinement. We will always set reserves to be at least equal to the minimum standard.

For valuation interest rate purposes, the contract is classified as:

- Plan Type C
- Interest duration guarantees of less than five years
- Valued on the Issue Year basis

The valuation rate is determined from the following formula:

$$\text{Valuation rate} = .03 + W(R - 0.03)$$

where R is the reference rate defined in the valuation law
W is the weighting factor defined in the valuation law

The Plan Type C valuation rate for 2008 issues is 4.75%.

In accordance with Actuarial Guideline XXXIV, the projected benefit streams reflect an assumed immediate drop in supporting asset values, followed by a subsequent recovery based upon a net assumed return. The drop and recovery percentages are specified in the Guideline.

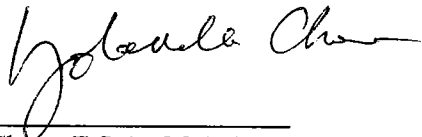
Mortality rates for survivorship discounting and projected death benefits are from the Annuity 2000 mortality table. Guideline XXXIV death benefits are based on the mortality rates specified in the Guideline.

In testing annuitization benefits, the stream of benefits considers annuitization at each possible election date, based on applying guaranteed purchase rates to the accumulated account value. The benefit stream is discounted using interest and mortality as shown below:

- Mortality based on the Annuity 2000 mortality table.
- Interest rate based on Plan Type A, where duration is determined by the number of years from the valuation date to the election date.
- If the annuitization option has a non-life contingent payout period of less than five years, the interest rate is based on Plan Type C.

Reserves for the GIB benefit will be on a standalone basis and will be determined in accordance with Actuarial Guideline XXXIX. Consistent with Guideline XXXIX, the stochastic process, which is used in an asset adequacy analysis with the reserve set equal to the greater of the result of the stochastic process and the accumulation of fees for the benefit will be used to generate stock returns. These stock returns will be further adjusted to comply with the calibration points from the NAIC C3 Phase II RBC.

Prepared on behalf of AXA Equitable Life Insurance Company by:

A handwritten signature in black ink, appearing to read "Yolanda Chow", written over a horizontal line.

Yolanda Chow, F.S.A., M.A.A.A.
Assistant Vice President & Actuary

July 21, 2009

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material

For use with Certificate Form 2010BASE-A/2010BASE-B or Contract Form 2010BASE-I-A/2010BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "[Annuity 1.0]"

	Form
Certificate/Contract	2010BASE-A/2010BASE-B/ 2010BASE-I-A/2010BASE-I-B

Data Pages Description:

Base Data Page	2010DP
B-Share Data Page	2010DPBShr
L-Share Data Page	2010DPLShr
Extra Credit Data Page	2010DPExC
C-ShareData Page	2010DPCShr
Withdrawal Charge Waiver Data Page	2010DPWVR
BCO Data Page	2010DPBCO

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages forms. They are numbered, in accordance with the page number as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual Data Pages forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Contract:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address may change in the future.
3. **Page 15:** For B-Share, C-Share and L-Share, the Maturity Date may not be prior to thirteen months from the Contract Date. We will make any change to this period to comply with regulatory guidelines. For the Extra Credit Product, the Maturity Date may not be prior to five years from the Contract Date.
4. **Page 24:** The bracketed material reflects AXA Equitable's current guaranteed annuity rates. These amounts may be revised in the future.

Data Pages:

For each product, there will be a base set of Data Pages 2010DP common to all products followed by product-specific Data Pages unique to each product and a Withdrawal Charge Waiver Data Page. (If the Contract is issued as an Inherited IRA Contract or as a Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contract, then Data Page 1 of form 2010DPBCO will replace Data Page 1 of form 2010DP, followed by the remaining base set of Data Pages 2010DP). The product specific Data Pages contain the Withdrawal and Daily Separate Account Charges applicable to that product. The Withdrawal Charge Waiver Data Page will be issued with all products that have a Withdrawal Charge. See table below for form numbers:

Base Data Pages Form Nos.	Product-Specific Data Pages Form Nos.	Withdrawal Charge Waiver Form	Product Series Name
2010DP or 2010DPBCO ^	2010DPBShr	2010DPWVR	B-Share
	2010DPLShr	2010DPWVR	L-Share
	2010DPExC	2010DPWVR	Extra Credit^
	2010DPCShr	Not Applicable	C-Share

- ▲ This form provides for an Inherited IRA. The Inherited IRA market segment is not offered under the Extra Credit product.

Data Page nos. 2010DP and 2010DPBCO

(Unless specifically noted these items apply to all Products)

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
- 1a. **Data Page 1 (This item applies to form 2010DPBCO only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.
- 1b. **Data Page 1 (This item applies to form 2010DPBCO only.):** If the Contract is issued as a Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here. *(This item applies to form 2010DPBCO only.)*
2. **Data Page 1, "Group Master Contract Number":** Applicable only to jurisdictions in which group annuity policy forms are filed: Certificates issued under a group master contract arrangement will reflect the master contract number.
3. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.

4. **Data Page 1 “Endorsement Applicable to Extra Credit”**: The “Endorsement Applicable to Credits Applied to Annuity Account Value” will appear only on Extra Credit Contract Data Pages.
5. **Data Page 1, “Investment Option Endorsements”**: The Investment Options Endorsements elected at application will be listed on the Data Pages. The Data Pages will show the applicable program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Guaranteed Interest Special Dollar Cost Averaging program using our general account is available under the products shown below. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under the products shown below.

Endorsement	Product Available Under
Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging	B-Share
	L-Share
Endorsement Applicable to Special Money Market Dollar Cost Averaging	Extra Credit
	C-Share

6. **Data Pages 1 and 2, “Benefit Endorsement” and Optional Riders”**: Any Benefit Endorsement or Optional Riders that an Owner elects at application will be listed on the Data Pages.
7. **Data Page 2**: The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines.
8. **Data Page 2**: For Extra Credit the Maturity Date may not be prior to five years from the Contract Date. We reserve the right to change the Maturity Date waiting period on a new business basis. The period may change from three years to seven years.
9. **Data Page 2, “Maturity Date”**: The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date
10. **Data Page 2, “Initial [Annual] Rollup Rate” and “Indexed Rollup Rate Formula”**: If GMIB or the “Greater of Death Benefit” is elected the Rollup Rate text will appear. The Annual Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial “Annual” applicability may change to a period from 2 months to 2 years for new business. The 1.5% rate will have a range of 0.50% to 5.00% and the 7.00% rate will have a range of 5.00% to 10.00%. We may set an annual Rollup Rate greater than the rate derived from the Indexed Rollup Rate formula. If the initial annual Rollup Rate is greater than the rate derived from the Indexed Rollup Rate formula, the following sentence will then appear in the Data Pages: “This rate is greater than the rate derived from the formula shown below”.

The paragraph below the Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various duration of Rider minimum rates for new business will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. This provision would apply to new business only. The rates and durations shown below may vary as follows.

Rates Shown	Range
4%	0.5% to 5.0%
2%	
1.5%	
Period Shown	Range
First Contract Date Anniversary	First 2 Months following the Contract Date to 10 Contract Years
5 Contract Years	One Month to 10 Contract Years
6 th Contract Year	
“Thereafter” or duration of the Rider	No range is applicable.

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

[Initial [Annual] Rollup Rate:

Your initial Rollup Rate is [5%]. [This rate is greater than the rate derived from the formula shown below.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Indexed Rollup Rate Formula for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls. [In the first [five years] your Rollup Rate will be equal to the amount described in the preceding sentence plus [1.50%].] [Beginning in the [sixth] Contract Year [and thereafter] [and for the following [five years]], your Rollup Rate will be determined in the same manner, however the Rollup Rate will be increased by [1.00%]].

The last sentence of the above paragraph may be replaced with the following sentence.

[Beginning in the [sixth] Contract Year [and thereafter] your Rollup Rate will be determined in the same manner, however the Rollup Rate will not be increased by a percentage.]

11. **Data Page 2, Indexed Rollup Rate Formula:**

The following are ranges for the remaining bracketed items.

“each” may range from one to five years; each Contract Date Anniversary to the fifth Contract Anniversary

“ten-year” Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.

“20” may range from 5 – 30 days

“quarterly” may range from monthly – annually

“1.00%” may range from 0.05% to 3.00%.

[nearest/lowest] – currently the nearest is used; this may change to the lowest.

“0.10%” increment may range from 0.10% to 0.40%.

[Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment] is a discretionary additional amount that may not apply, and will be determined for new business only.

12. **Data Page 3, “Special Dollar Cost Averaging Rate”:** The Special Dollar Cost Averaging Program is available only under the B-Share and L-Share products. When the Special Dollar Cost Averaging Program is available and elected, the applicable text will appear. Programs vary by duration and rate. Current durations are 3, 6 and 12 months. Other durations may be offered in the future. The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Contract owner. The minimum guaranteed interest rate for the Special Dollar Cost Averaging Program will be the minimum lifetime minimum rate guaranteed under the Guaranteed Interest Option of this Contract.

13. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

14. **Data Pages 3 and 4 “Contribution and Allocations”:** *[The following text will appear for subsequent contributions made to the Non-Guaranteed Benefit Investment Options.]* Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary.

[If GMIB or an optional GDIB is elected the following will appear in lieu of the above.] Subsequent Contributions to the Guaranteed Benefit Investment Options can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 71 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

Age limitations with respect to Contract issuance and subsequent Contributions vary by product. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes. The following table reflects the current age and contribution limits by product line:

Product	Issue Age	Contribution Age Maximum†	Age at Maturity Date
B-Share	0-85*	86	95
C-Share	0-85**	86	95
Extra Credit	0-70***	71	95
L-Share	0-85**	86	95

* Issue Age is limited to age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

** Issue Age is limited to age 70 for Inherited IRA and age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

*** Issue Age is limited to age 70. The Contribution Age Maximum is one year beyond the maximum issue age.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GMIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts/Certificates.

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Product and the Owner's market segment.

Product	Minimum Initial Contribution	Minimum Subsequent Contribution
B-Share	\$5,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
C-Share	\$25,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
L-Share	\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
Extra Credit	\$10,000	\$500 (\$50 for IRA/Roth)

Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
IRA	Rollover/Traditional IRA only: We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be "regular" IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p>Roth Conversion only: We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator 9.0] Traditional IRA Contract/Certificate you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator 9.0] Traditional IRA Contract.</p>
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract/Certificate would then total more than 80% of the present value of the Annuitant's accrued benefit.

QP-Defined Contribution	[The only Contributions we will accept are: (i) transfers from another QP-DC plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.
Non-Spousal BCO Contracts/Certificates	We will accept contributions in accordance with the Contribution requirements described in Part III- Contributions and Allocations, Item 7 - Limits on Contributions of the Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA endorsement.
Partial Roth IRA Conversion Contracts/Certificates	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range from 0 to 100%.

15. **Data Page 3, "Contributions and Allocations":** The limit on aggregate Contributions and transfers to the Guaranteed Benefit Investment Options, of "150%" will range from 100% to 200%. Any Contribution restrictions set forth in an Employer's Plan will appear here.
16. **Data Page 2 and throughout the Data Pages,** If GMIB and/or an optional GMDB is elected the following text will appear. If GMIB is elected the text shown in the Data Pages will appear on the Owner's Data Pages. If GMIB and/or an optional GMDB is **not** elected, unless alternate text is shown on the Data Pages, **no text will appear**.
17. **Data Page 4, "Initial Contribution Received":** For Extra Credit only, the Initial Contribution amount will vary based on the amount contributed to the Contract at application.
18. **Data Page 4, "Expected Twelve Month Contribution":** For Extra Credit only, the Expected Twelve Month Contribution will vary based on the amount indicated on the application. This amount determines the Credit to be applied. The Expected contribution period may range from two months to two years.
19. **Data Page 4, "Partial Roth IRA Conversions":** For Extra Credit the following text will show: Credits are not applied to Contributions that result from a Roth IRA conversion from an Extra Credit Traditional IRA Contract.
20. **Data Pages 4-6, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. "90" may vary from 50 to 150.

- **Non-Guaranteed Benefit Investment Options**

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Applicable if a Dollar Cost Averaging Program is elected. The Data Pages will show the applicable Dollar Cost Averaging program based on the product elected by the Owner. For B-Share and L-Share, the Account for Guaranteed Interest Special Dollar Cost Averaging will be shown if elected by the Owner. For Extra Credit and C-Share, the Account for Special Money Market Dollar Cost Averaging, will be shown if elected by the Owner.

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 0 to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the Non-Guaranteed Benefit Investment Options. No more than 25% of the total Annuity Account Value of the Non-Guaranteed Benefit Investment Options and the Guaranteed Benefit Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 0 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time on a new business basis and will be done in a manner that is fair and non-discriminatory. We reserve the right to apply the percentage limit to only the Non-Guaranteed Benefit Investment Options.

- **Guaranteed Benefit Investment Options**

If the GMIB or an optional GMDB Rider has been elected, then the Guaranteed Benefit Investment Options are available in addition to the Non-Guaranteed Benefit Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Data Page 3 and 7: If we discontinue Contributions and transfers into all of the Guaranteed Benefit Investment Options, any subsequent Contribution or automated transfer will be allocated to the Non-Guaranteed Benefit Investment Option corresponding to the Guaranteed Benefit Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Guaranteed Benefit Investment Option on a new business basis only. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option.

21. **Data Page 6-7, "Transfer Rules":** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity.
22. **Data Pages 7, "Transfer Percentage Limit":** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 0 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time on a new business basis and will be done in a manner that is fair and non-discriminatory.

23. **Data Page 7, Transfers rules among the Non-Guaranteed Benefit Investment Options and the Guaranteed Benefit Investment Options:** Transfers from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options are permitted until the older of the original Annuitant and Owner attain age 75. The age may range from 70-95. Transfers to the Guaranteed Benefit Investment Options may not exceed \$1,500,000. The transfer amount may change within a range of \$500,000 to \$2,500,000 on a new business basis only.
24. **Data Page 8, “Allocation of Withdrawals”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal and/or withdrawal charge will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000. and accordingly, any related text change thereto. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA and QP market segments.
25. **Data Page 8, “Minimum Amount of Annuity Account Value”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000, in the future on a new business basis only, and will be done in a manner that is fair and non-discriminatory.
26. **Data Page 9, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.
27. **Data Page 9, “Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.
28. **Data Page 9, “Minimum Amount to be Applied to an Annuity”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis.
29. **Data Page 9, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value of \$50,000 may range from \$25,000 to \$100,000. Once a Contract is issued these amounts will not change. Any change will be made on a uniform and non-discriminatory basis.
- The following text will appear if the Non-Guaranteed Benefit Investment Options are elected:*
The above charge will be deducted from the Annuity Account Value in the Non-Guaranteed Benefit Investment Options on a pro rata basis.
30. **Data Page 10, “Number of Free Transfers”:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.

Product Specific Data Page Form Nos. 2010DPBShr, 2010DPLShr and 2010DPExC

SECTION 8.01 WITHDRAWAL CHARGES

1. **Date Page 11, “Withdrawal Charges”** Sections 8.01 of the Contract gives AXA Equitable the right to change the Withdrawal Charge stated in the Data Pages with respect to future Contributions. The Withdrawal Charges and duration vary by product and are shown on the product specific Data pages.
2. **Data Pages 11-12, “Free Withdrawal Amount”**: The Free Withdrawal Amount is based on the optional benefit(s) elected by the Owner and will be reflected in the Owner’s Data Pages.

The Free Withdrawal Amount of 10% of either the Non-Guaranteed or Guaranteed Annuity Account Value, as applicable, may be changed to a percentage within the range of 0% to 50%.

For purposes of determining the free withdrawal amount in the first Contract Year, the free withdrawal amount is based on Contributions received in the first 90 days of the Contract Date. This time period may vary from 30 days to 6 months, on a new business basis only.

Product Specific Data Page Form Nos. 2010DPBShr, 2010DPLShr, 2010DPExC and 2010DPCShr

3. **Data Page 13, “Daily Separate Account Charges”**: Sections 8.05 and 8.07 of the Contract gives AXA Equitable the right to change the Daily Separate Account Charges; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Daily Separate Account will not exceed 2.00%.

The Daily Separate Account Charge is determined by the Owner’s election of Non-Guaranteed Benefit Investment Options and Guaranteed Benefit Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

Withdrawal Charge Waiver Data Page Form No. 2010DPWVR

We may add or delete waivers based on product design and/or financial risk mitigation concerns to the Company. Such changes will be on a new business basis only.

1. **Data Pages 14-15, “Withdrawal Charges”**: Sections 8.01 and 8.07 of the Contract gives AXA Equitable the right to waive or reduce the Withdrawal Charges. Any changes will be made on a uniform basis among all Contracts depending on the market or class of business.

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material

For use with Certificate Form No. 2010BASEA/2010BASEB or Contract Form No. 2010BASE-I-A/2010BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series" ("B-Share," "C-Share," "Extra Credit" and "L-Share")

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Endorsement 2010GOA-I

1. **Page 2:** The following text will appear in the endorsement when the Guaranteed Interest Option is available and has restrictions on it: [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]
2. **Page 2, "Investment Option Allocation Table":**
 - Reference to "Category 1", "Category 2" and "Category 3" are placeholders for marketing names which may change in the future.
 - The category names "AXA Strategic Allocation, Fixed Income and Equity" for the Investment Options may change based on the Company's asset classification.
 - The allocation percentage limit for the various Investment Options and Categories minimums and maximums may range from 0 to 100%.
 - The Investment Options listed under "Investment Option Maximum Exceptions" are limited to the maximum allocation percentage shown in the table. The maximum allocation percentage may change in the future and may range from 0% - 100%. Investment Options may be added, removed or the name may change.
3. **Page 3, Part III, "Transfers":** "Fixed Income" is bracketed in the endorsement. If another asset class becomes subject to the same allocation limitation it will be referenced in this section of the endorsement.
4. **Page 3:** The name of the Dollar Cost Averaging program may change. In addition, the appropriate Special Dollar Cost Averaging Account will vary based on the product elected by the Owner.
5. **Page 3:** The Company Officer's signatures are bracketed and may change in the future.

Endorsements 2010SDCA-I and 2010MMDCA-I

1. **Page 1:** We transfer amounts allocated to the DCA program on a monthly basis. We may allow transfer on a monthly, quarterly, semi-annual or annual basis.
2. **Page 1:** The programs may vary in duration. Currently we offer 3, 6 or 12 month Special DCA periods. We may offer program durations up to 24 months in the future.
3. **Page 1:** Minimum initial amount “\$2,000” may range from \$500 to \$25,000.
4. **Pages 1 and 2:** With respect to the bracketed text “in the first Contract Year”, such text will appear in Endorsements issued under contracts where the subsequent contributions under the Special Dollar Cost Averaging Program are limited to the first Contract Year.
5. **Page 1:** Minimum subsequent contribution is “\$250” may range from \$50 to \$2500.
6. **Page 2:** Transfer Rules: The text “or into the Guaranteed Interest Option” will appear in the endorsements when amounts may not be transferred into the Guaranteed Interest Option under the program. When transfers are allowed into the Guaranteed Interest Option, the following text will appear “Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.”
7. **Page 2:** The Company Officer’s signatures are bracketed and may change in the future.

Endorsement 2010IRA-I

1. **Pages 1 and 4:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 4:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” will appear when an Optional Rider has been elected.
3. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.
4. **Page 11:** The Company Officer’s signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement 2010ROTH-I

1. **Pages 1 and 6:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 7:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” will appear when an Optional Rider has been elected.
3. **Page 6 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.

4. **Page 12:** The Company Officer's signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement 2010NQ-ACC-I

1. **Page 4, 5, 6, and 7:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider, Attachment A, to this Endorsement" will appear when an Optional Rider has been elected.
2. **Page 4:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 90.
3. **Page 7:** The period during which an eligible individual may elect to continue cover under the Beneficiary Continuation Option is nine months. This period may vary in the future on a new business basis, and may range from six to eighteen months.
4. **Page 10:** The period during which a contract may be collaterally assigned is shown. This period may vary in the future on a new business basis, and may range from six to eighteen months.
5. **Page 10:** The Company Officer's signatures are bracketed and may change in the future.
6. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
7. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsements 2010QP-DB-I (page 10) and 2010QP-DC-I (page 3)

The Company Officer's signatures are bracketed and may change in the future.

Endorsement 2010TRBNS-I

1. **Page 1:** The title for the free look provision shown on the Contract cover page may be labeled using similar terms.
2. **Page 1:** The bracketed text “However, the amount payable will reflect any investment gain or loss applicable to the Credit.” will apply for states where the amount refunded will reflect any investment gain or loss under the Variable Investment Options.
3. **Page 1:** The current Credit rate and applicable amount is shown. We may change the Credit rate and Contribution breakpoints applicable for new issues of the Contract. We may add or delete breakpoints in the future. Such change would contemplate the minimum and maximum values presented herein. Any conditions relating to Credits payment will be reflected in this section.

<u>Current Credit Rates</u>	<u>Credit Rate Ranges</u>
4%	1% - 6%
5%	2% - 8%
<u>Current Contribution Breakpoints</u>	<u>Range Contribution Breakpoints</u>
Less than \$350,000	\$10,000 - \$500,000
\$350,000 and greater	\$500,000 - \$5,000,000

4. **Pages 1 and 2:** Conditions currently applicable are:
 - A. recovery of Credits on subsequent Contributions made within three years of commencing annuity payments (the recovery of Credits period may range from three to five years); and
 - B. a five year wait period for annuitization (the wait period may range from three to seven years);
 - C. recovery of Credits if the Owner dies during the twelve month period following the Company’s receipt of a Contribution to which a Credit was applied (the twelve month recovery period may range from six to twelve months).

Time periods shown in the Conditions Provision may change on a new business basis only. Any such change will be reflected in the Endorsement.

5. **Page 2:** If the Company offers a benefit of a Credit Amount for the first “twelve” month Expected Contribution’ the twelve month Contribution period may range from two to twelve month. If this benefit is available and the Expected Contribution amount is indicated in the Data Pages the following text will appear in the Endorsement Applicable to Credits Applied to Annuity Account Value: “If an Expected twelve month Contribution Amount is indicated in the Data Pages, the amount indicated will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the First Contract Year brings your First Year Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contributions. On the first Contract Anniversary Date, we will compare your Expected twelve month Contribution Amount indicated in the Data Pages to the actual amount you contributed in the first Contract Year. If the credit percentage applicable to the First Year Total Contributions is less than the credit percentage applied based on the Expected twelve month Contribution Amount indicated in the Data Pages, we will recover an amount equal to the difference in the Credit Percentages multiplied by the total Contributions to which the higher rate had been applied.”
6. **Page 3:** The Company Officer’s signatures are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY
Description of Illustrative and Variable Text
For Enrollment Forms and Applications **2010 App 02 B, 2010 App 02 L,**
2010 App 02 X, and 2010 App 02 C

The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. The address, web address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and are subject to change.
2. The marketing names B-Share, L-Share, Extra Credit, and C-Share are placeholders reflecting the type of product the application represents and are subject to change. Once the Company launches the marketing name for these variable annuities, they will appear on the applications.
3. In Section 1 the Type of Contract references the markets (e.g., “NQ”, “QP”, “IRA”, etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 3 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 6 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 6.
 - Section 6: If the reset provision is optional the following title will replace 6B: Guaranteed Income Benefit with Annual Reset with GMDb. In connection with the offering of an optional reset the following additional items will be added to Section 6B:
 - Annual Reset Election — Optional**
 - 1. **_ Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
 - 2. **_ Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year only. I understand that resets will only occur during this time period if I am eligible.
 - Sections 6 and 12: Owner issue ages may range from 0 to 95
 - Sections 6 and 12: Age 85 referenced in the GMDb Riders may vary from 70 to 100
8. In Section 8, Special DCA durations may change or additional periods may be added, such as 18 or 24 months.
9. In Section 8 we reserve the right to change the minimum contribution amounts, which may change due to market conditions.
 - The Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%

10. In Section 8 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The Categories shown under Guaranteed Benefit Investment Options may be revised in the future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer. The percentages shown may range from 0 to 100.
11. In Section 13 commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY
Description of Illustrative and Variable Text
For Enrollment Forms and Applications **2010 App 01 B, 2010 App 01 L,**
2010 App 01 X, and 2010 App 01 C

The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. The address, web address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and are subject to change.
2. The marketing names B-Share, L-Share, Extra Credit, and C-Share are placeholders reflecting the type of product the application represents and are subject to change. Once the Company launches the marketing name for these variable annuities, they will appear on the applications.
3. In Section 1 the Type of Contract references the markets (e.g., “NQ”, “QP”, “IRA”, etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 3 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Sections 6 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 6.
 - Section 6: If the reset provision is optional the following title will replace 6B: Guaranteed Income Benefit with Annual Reset with GMDB. In connection with the offering of an optional reset the following additional items will be added to Section 6B:
 - Annual Reset Election — Optional**
 - 1. **_ Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
 - 2. **_ Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year only. I understand that resets will only occur during this time period if I am eligible.
 - Sections 6 and 11: Owner issue ages may range from 0 to 95
 - Sections 6 and 11: Age 85 referenced in the Riders may vary from 70 to 100
 -
8. In Section 7, Special DCA durations may change or additional periods may be added, such as 18 or 24 months.
9. In Section 7 we reserve the right to change the minimum contribution amounts, which may change due to market conditions.
 - The Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%

10. In Section 7 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The Categories shown under Guaranteed Benefit Investment Options may be revised in the future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer. The percentages shown may range from 0 to 100.
11. In Section 12 commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY

Memorandum of Variable Material

For use with Contract Form No. 2010BASE-I-A/2010BASE-I-B (depending on jurisdiction)

The following comments describe the nature and scope of the illustrative and variable material contained in the riders listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:

"Greater of" GMDB Rider
"Annual Ratchet" GMDB Rider
"Return of Principal" GMDB Rider

Rider Form Numbers:

2010GMDBOPR-I
2010GMDBAR-I
2010GMDBROP-I

Rider 2010GMDBOPR-I

1. Pages 1, 2, 3, 4 and 6: References to "Age 85" or "85th Birthday" may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: References to "Money Market" Reference to Special "Money Market" Dollar Cost Averaging will appear only in the Extra Credit and C Share products. The B Share and L Share products offer a general account Special Dollar Cost Averaging program.
3. Page 2: Reference to the Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging will appear when these endorsements are issued under a Contract.
4. Page 2: The following text will appear in Extra Credit Contracts only:

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Ratchet Benefit Bases. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]

5. Page 2: The term "annual" may range from "monthly" to "five year". The term "each Contract Date Anniversary" may vary from "each month" to "each fifth Contract Date Anniversary."

6. Page 3: The Rollup Benefit Base Reset: the following alternate text may be issued under a Rider:

Alternate 1:

On or within [30] days following a Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. You may reset your Rollup Benefit Base [two] times in every [five] Contract Year period beginning on your Contract Date. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Resets are not permitted after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge shown in Part V of this Rider. We will apply the higher charge only if your Benefit Base increases due to your election of an optional reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase permitted by the above provisions. Any increase in the charge for this Rider will be communicated in writing to you at least [45 days] before the Contract Date Anniversary on which it would take effect.

Alternate 2:

On or within [30] days following your [first] Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. After the first reset you elect, your Rollup Benefit Base will reset automatically each [third] Contract Date Anniversary, if the Guaranteed Benefit Annuity Account Value is greater than the Rollup Benefit Base. The Annual Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Part V of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Part V. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this rider will increase to the charge we have in effect at that time. Your request to opt out or opt in must be in writing in a form we accept and received by us within the above time limits.

7. Page 3:
- i. "30 days" may range from 15 to 120 days
 - ii. "third Contract Date Anniversary" may range from the first to the tenth Contract Date Anniversary
 - iii. "two times" may range from zero to ten times
 - iv. "five Contract Years" may range from one to ten Contract Years
 - v. "first Contract Date Anniversary" may range between the first and tenth Contract Date Anniversary
 - vi. "Age 85" may range from Age 75 to Age 120
 - vii. "45 days" may range from 15 to 120 days
8. Page 4: The Annual Ratchet to Age 85 Benefit Base is adjusted on a pro-rata basis for withdrawals. Alternatively, it may be adjusted on a dollar for dollar basis.

9. Page 4: The Rollup to Age 95 Benefit Base is adjusted on a pro-rata basis for the specified number years after the Contract Date. The reference to “fifth” can range from first to the fifteenth. Alternatively, the Rollup Benefit Base may be adjusted on a dollar for dollar basis. Reference to “Thereafter” may be deleted.
10. Page 4: The following paragraph will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis. “Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GMIB Annual Withdrawal Amount for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis (“RMD Withdrawal”). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.] The reference to “immediately” could range from “one month after the Contract Date” to “after the first to fifteenth Contract Anniversary Date.
11. Page 5: The current charge of 0.80% for the Rider will range from 0.50% to 1.25%. The max charge of 1.00% for the Rider will range from 0.65% to 1.40%.
12. Page 5: The reference to age 75 and age 76 may range from 70 to 95.

Rider 2010GMDBAR-I

1. Pages 1,2, and 4: “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: References to “Money Market” Reference to Special “Money Market” Dollar Cost Averaging will appear only in the Extra Credit and C Share products. The B Share and L Share products offer a general account Special Dollar Cost Averaging program.
3. Page 2: Reference to the Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging will appear when these endorsements are issued under a Contract.
4. Page 2: The following text will appear in Extra Credit Contracts only:

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Ratchet Benefit Bases. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]
5. Page 2: The Annual Ratchet to Age 85 Benefit Base is adjusted on a pro-rata basis for withdrawals. Alternatively, it may be adjusted on a dollar for dollar basis.
6. Page 3: The current charge of 0.25% for the Rider will range from 0.15% to 0.75%.
7. Page 3: The references to age 75 and age 76 may range from 70 to 95.

Rider 2010GMDROP-I

1. Page 1: Reference to the Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging will appear when these endorsements are issued under a Contract.
2. Page 1: The following text will appear in Extra Credit Contracts only:

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Ratchet Benefit Bases. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]
3. Pages 1, 2: References to “Money Market” Reference to Special “Money Market” Dollar Cost Averaging will appear only in the Extra Credit and C Share products. The B Share and L Share products offer a general account Special Dollar Cost Averaging program.
4. Page 2: Currently, there is no charge for this rider. If a charge is to be deducted for this rider, the sentence “There is no charge for this benefit.” will not appear and the bracketed language will be shown. The charge could range from 0.01% to 0.50%
5. Page 3: The references to age 75 and age 76 may range from 70 to 95.

**Memorandum of Variable Material
For Rider Form 2010GMIB-H-I**

AXA EQUITABLE LIFE INSURANCE COMPANY

For use with Contract Form No. 2010BASE-I-A/2010BASE-I-B (depending on jurisdiction)

The following comments describe the nature and scope of the illustrative and variable material contained in the rider. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider 2010GMIB-H-I

1. Pages 1,2 3, 4,7,9 and 10: "Age 95" may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 up to age 120.
2. Pages 1 and 2: Reference to bracketed "fifth" Contract Date Anniversary may range from "immediate" to "fifteenth".
3. Pages 1, 6 and 7: Reference to Special "Money Market" Dollar Cost Averaging will appear only in the Extra Credit and C Share products. The B Share and L Share products offer a general account Special Dollar Cost Averaging program.
4. Page 2: Reference to the Endorsement Applicable to Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging will appear when these endorsements are issued under a Contract.
5. Page 2: Reference to "four" may vary from "immediately" to "fifteen".
6. Page 2: The following text will appear in Extra Credit Contracts only:

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Ratchet Benefit Bases. When you make a Contribution to the Guaranteed Benefit Annuity Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Non-Guaranteed Benefit Annuity Account Value to the Guaranteed Benefit Investment Options, the amount of any Credits that had been applied to the Non-Guaranteed Benefit Annuity Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Guaranteed Benefit Annuity Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Non-Guaranteed Benefit Annuity Account Value have been transferred to the Guaranteed Benefit Annuity Account Value.]

Your Non-Guaranteed Benefit Annuity Account Value is not used for purposes of determining your GMIB Benefit Base or GMIB Annual Withdrawal Amount defined below. If we discontinue transfers and

Contributions to the Guaranteed Benefit Investment Options, you will not, thereafter, be able to create or add to the GMIB Benefit Base.

7. Page 3: The term “annual” may range from “monthly” to “five year”. The term “each Contract Date Anniversary” may vary from “each month” to “each fifth Contract Date Anniversary.”
8. Page 3: The phrase [in the sixth Contract Year] may vary from “immediately” to “in the sixteenth Contract Year.”
9. Page 4: The phrase [made prior to the sixth Contract Year] may vary with the phrase not appearing in the Rider or the phrase “made prior to the sixteenth Contract Year” or any period in between.
10. Page 4: The Rollup Benefit Base Reset: the following alternate text may be issued under a Rider:

Alternate 1:

On or within [30] days following a Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. You may reset your Rollup Benefit Base [two] times in every [five] Contract Year period beginning on your Contract Date. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Resets are not permitted after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge shown in Part V of this Rider. We will apply the higher charge only if your Benefit Base increases due to your election of an optional reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase permitted by the above provisions. Any increase in the charge for this Rider will be communicated in writing to you at least [45 days] before the Contract Date Anniversary on which it would take effect.

Alternate 2:

On or within [30] days following your [first] Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. After the first reset you elect, your Rollup Benefit Base will reset automatically each [third] Contract Date Anniversary, if the Guaranteed Benefit Annuity Account Value is greater than the Rollup Benefit Base. The Annual Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Part V of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Part V. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in

any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this rider will increase to the charge we have in effect at that time. Your request to opt out or opt in must be in writing in a form we accept and received by us within the above time limits. [Any request to opt out or opt in will be applicable to this Rider and your “Greater of” Death Benefit Rider.]

- i. “30 days” may range from 15 to 120 days
- ii. “third Contract Date Anniversary” may range from the first to the tenth Contract Date Anniversary
- iii. “two times” may range from zero to ten times
- iv. “five Contract Years” may range from one to ten Contract Years
- v. “first Contract Date Anniversary” may range between the first and tenth Contract Date Anniversary
- vi. “Age 95” may range from Age 75 to Age 120
- vii. “45 days” may range from 15 to 120 days

- 11. Page 4: The Annual Ratchet to Age 95 Benefit Base is adjusted on a pro-rata basis. Alternatively, it may be adjusted on a dollar for dollar basis.
- 12. Page 5: The age breaks in the GMIB Payment Table may vary plus or minus ten years. Each GMIB Payment Factor may vary plus or minus 200 basis points.
- 13. Page 6: The phrase [not] start [sooner than five years] after your Contract Date may vary with the phrase “start immediately” to “not start sooner than fifteen years” with periods in between also variable.
- 14. Page 6: We may add or delete payment frequencies available.
- 15. Pages 4, 6 and 7: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

Page 4: “An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Part III.”

Pages 6 and 7: “When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.” “Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,” and “If you do not elect our Automatic RMD Withdrawal Service and”.
- 16. Page 7: The following sentence will appear in NQ Contracts only: [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]
- 17. Pages 7 and 8: 6% may range from 4% to 8%.

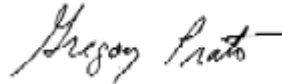
18. Page 8: The current charge of 0.80% for the Rider will range from 0.50% to 1.25%. The max charge of 1.10% for the Rider will range from 0.80% to 1.55%.
19. Page 8: Age 75 will range from 70 to 90.
20. Page 9: The paragraph applicable to Voluntary Termination varies based on the product under which the Rider is issued. The paragraph for the products other than C Share is shown in the Rider. The paragraph for **C Share** is:
[If you allocated amounts to the Guaranteed Benefit Investment Options on the Contract Date, you may terminate this Rider voluntarily provided that you have completed [four] Contract Years under the Contract. If you allocated amounts to the Guaranteed Benefit Investment Options after the Contract Date, you may terminate the Rider after the later of (i) completion of [four] Contract Years (i) and (ii) the Contract Date Anniversary following the date you first allocated amounts to the Guaranteed Benefit Investment Options.]
- In the above paragraph “four” will range from “zero” to “ten.”
21. Page 9: The following text will appear in the Rider when an optional Death Benefit Rider is elected:
[Effect of Termination of this Rider on your Death Benefit]
The Death Benefit is terminated automatically when this Rider is terminated.]
22. Page 9: In Part VII, the applicable paragraph will appear if the Contract ownership structure is either Joint Owner or Non-Natural Owner. The Joint Owner text is shown in the Rider, the Non-Natural text is shown below:
[For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [95th] birthday will accumulate to the Contract Date Anniversary following the Annuitant’s [95th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner’s [95th] birthday will be limited to the Contract Date Anniversary following the Annuitant’s [95th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant’s [95th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GMIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Annuitant.]
23. Page 10: The Home Office address and the officer’s signatures will be revised upon any change thereto.

AXA Equitable Life Insurance Company
State of Arkansas
Certificate of Compliance – Regulation 19s 10B
Unfair Sex Discrimination in the Sale of Insurance

RE: 2010BASE-I-A , 2010DP 2010DPBCO, 2010DPWVR
2010DPBShr, 2010DPCShr, 2010DPExC, 2010DPLShr , 2010GMIB-H-I,
2010GMDBOPR-I, 2010GMDBAR-I, 2010GMDBROP-I, 2010GOA-I,
2010MMDCA-I, 2010SDCA-I, 2010TRBNS-I, 2010NQ-ACC-I , 2010IRA-I,
2010ROTH-I, 2010QP-DB-I , 2010QP-DC-I , 2010 App 01 B, 2010 App 02 B,
2010 App 01 C, 2010 App 02 C, 2010 App 01 L, 2010 App 02 L,
2010 App 01 X , 2010 App 02 X

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that
above listed form(s) meet the requirements of Regulation 19s 10B as well as all
applicable requirements of the Arkansas Department of Insurance.

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

08.03.2009

Date



Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

August 3, 2009

Ms. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed.

Dear Ms. Julie Benafield Bowman:

Filing Overview

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: a Contract with Data Pages, Riders, Endorsements and Application Forms.

These new forms will be used with certain previously approved forms to allow us to introduce a new series of variable annuity products. As with our previous variable annuity policy forms, this submission uses a “modular” approach wherein we use different sets of data pages with a single base contract to create four versions that differ by markets, issue ages, contribution minimums/maximums, charges and surrender charge schedules.

The four versions of this submission reflect what are commonly referred to as “B Share”, “C Share”, “L Share” and “Extra Credit” variable annuity policy forms.

Base Contract

All four share classes of the variable annuity will be issued under the base Contract 2010BASE-I-A which is enclosed for approval and certain previously approved Endorsements and Riders as shown in Exhibit III attached.

Data Page Structure

There will be one set of “base” Data Pages common to all products and one set of “share class specific” Data Pages unique to each variable annuity product. Base Data Pages 2010DP will be issued for each product in all markets, except the Inherited IRA and Non-Spousal BCO (“beneficiary continuation option”) Rollover to Traditional IRA markets as described in the next paragraph.

Owners in the Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA markets will be issued Data Page 2010DPBCO (Part A) along with base Data Pages 2010DP (Part B). Data Page 2010DPBCO contains Inherited IRA and

Non-Spousal BCO Rollover to Traditional IRA specific requirements. The Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA markets are available under all share classes, except Extra Credit.

The following table illustrates the base Data Pages and product-specific Data Pages that may be issued with the Contract for each product/share class. The product-specific Data Pages (Part C) will contain the withdrawal and separate account charges and any product specific features. The Contract, Data Pages, Endorsements and optional Riders make up the entire Contract issued.

Product Share Class	Base Data Pages (Parts A and B)	Product-Specific Data Page (Part C)	Withdrawal Charge Waiver Data Page (Part D)
B Share	2010DP 2010DPBCO (Part A)*	2010DPBShr	2010DPWVR
C Share		2010DPCShr	N/A
L Share		2010DPLShr	2010DPWVR
Extra Credit		2010DPExC	2010DPWVR

*Not issued with Extra Credit Contracts.

Differences in Charges, Contributions and Withdrawal Charges by Product, are shown in Exhibit II attached.

The variable annuity products that we are filing herein are a new and innovative offering from AXA Equitable. A client may elect from two sleeves of Investment Options to fund his/her annuity contract. One sleeve is termed the “Non-Guaranteed Benefit Investment Options” and the other is termed the “Guaranteed Benefit Investment Options.” A client seeking guarantees through the purchase of an optional benefit rider would fund his/her rider by allocating amounts to the Guaranteed Benefit Investment Options. Allocation of such amounts may be done by Contributions to or transfers into these Guaranteed Benefit Investment Options. A Benefit Base is created by allocating amounts to these Guaranteed Benefit Investment Options. It is the Benefit Base described in the various Riders which provides the guarantees under the Contract.

Endorsement Applicable to Investment Options

Endorsement 2010GOA-I provides the Owner the terms for allocating amounts under their Contract to the available Guaranteed Benefit Investment Options. There are different terms and conditions applicable to each category of Investment Option which are detailed in the endorsement.

In addition, we are filing the following new Riders for your approval.

Guaranteed Minimum Income Benefit Rider

Rider 2010GMIB-H-I provides for an optional Guaranteed Minimum Income Benefit (“GMIB”). Rider 2010GMIB-H-I provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. To create the GMIB Benefit Base which is the funding basis for the Rider’s benefits, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options. Both lifetime income payments and annual withdrawal amounts are derived from the GMIB Benefit Base.

The GMIB Rider provides for a rollup rate which is determined by an index. The rate will be adjusted periodically based on the rate derived by the index. The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which the contract anniversary falls, plus 100 basis points, rounded to the nearest 10 basis points. A higher rollup rate may be declared at our discretion. The rollup rate may be changed each Contract Year, subject to a floor and a cap. The rollup rate will be determined and declared quarterly. Rider 2010GMIB-H provides an automatic reset of the Guaranteed Minimum Income Benefit benefit base.

Guaranteed Minimum Death Benefit Riders

Riders 2010ROP-I, 2010GMDBAR-I and 2010GMDBOPR-I provide for an optional Guaranteed Minimum Death Benefit (“GMDB”). Rider 2010GMDBOPR-I provides an automatic reset of the Guaranteed Minimum Death Benefit and is available only in combination with Rider 2010GMIB-H-I. If GMIB is voluntarily terminated, this rider will be

automatically terminated at the same time. Riders 2010ROP-I and 2010GMDBAR-I may be elected on a stand-alone basis; Rider 2010GMDBAR-I provides an annual reset of the benefit base if the Annuity Account Value is greater than the current GMDB and Rider 2010ROP-I provides a return of principal. These riders are funded by allocating amounts to the Guaranteed Benefit Investment Options.

Market Segment Endorsement

Also enclosed for your approval are the following market segment endorsements. The market segment endorsements have been drafted in consultation with our tax and insurance counsel.

Endorsement No.	Applicable to Market Segment
2010NQ-ACC-I	Non-Qualified Contracts
2010IRA-I	Traditional IRA Contracts
2010ROTH-I	Roth IRA Contracts
2010QP-DB-I	Defined Benefit Qualified Plans
2010QP-DC-I	Defined Contribution Qualified Plans

Additionally, we are filing the following endorsements which are enclosed for your approval: 2010MMDCA-I and 2010SDCA-I: These endorsements describe the special dollar cost averaging feature applicable to the money market fund and guaranteed interest option respectively. 2010TRBNS-I which provides "Credits" under our Extra Credit Contract.

We are also enclosing for your approval application forms. The forms are new and will be used with the referenced forms. Each product and each distribution channel has an application form as described below.

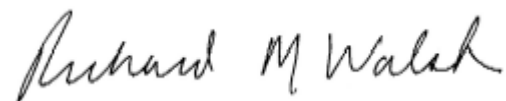
	Application form for Agent Channel	Application form for Outside Broker Channel
B-Share	2010 App 01 B	2010 App 02 B
C-Share	2010 App 01 C	2010 App 02 C
L-Share	2010 App 01 L	2010 App 02 L
Extra Credit	2010 App 01 X	2010 App 02 X

In addition, we have enclosed the Actuarial Basis Memorandum and the Description of Illustrative and Variable Text.

The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,



Richard Walsh
Assistant Vice President

EXHIBIT I

Policy Form Listing

The following forms are filed for your approval:

2010BASE-I-A - Individual Fixed and Variable Annuity – Contract
2010DP - Individual Fixed and Variable Annuity – Insert Page for Contract
2010DPBCO - Individual Fixed and Variable Annuity – Insert Page for Contract
2010DPWVR - Individual Fixed and Variable Annuity – Insert Page for Contract
2010DPBShr - Individual Fixed and Variable Annuity – Insert Page for Contract
2010DPCShr - Individual Fixed and Variable Annuity – Insert Page for Contract
2010DPExC - Individual Fixed and Variable Annuity – Insert Page for Contract
2010DPLShr - Individual Fixed and Variable Annuity – Insert Page for Contract
2010GMIB-H-I - Individual Fixed and Variable Annuity – Rider
2010GMDBOPR-I - Individual Fixed and Variable Annuity – Rider
2010GMDBAR-I - Individual Fixed and Variable Annuity – Rider
2010GMDBROP-I - Individual Fixed and Variable Annuity – Rider
2010GOA-I - Individual Fixed and Variable Annuity – Endorsement
2010MMDCA-I - Individual Fixed and Variable Annuity – Endorsement
2010SDCA-I - Individual Fixed and Variable Annuity – Endorsement
2010TRBNS-I - Individual Fixed and Variable Annuity – Endorsement
2010NQ-ACC-I - Individual Fixed and Variable Annuity – Endorsement
2010IRA-I - Individual Fixed and Variable Annuity – Endorsement
2010ROTH-I - Individual Fixed and Variable Annuity – Endorsement
2010QP-DB-I - Individual Fixed and Variable Annuity – Endorsement
2010QP-DC-I - Individual Fixed and Variable Annuity – Endorsement
2010 App 01 B - Individual Fixed and Variable Annuity – Application
2010 App 02 B - Individual Fixed and Variable Annuity – Application
2010 App 01 C - Individual Fixed and Variable Annuity – Application
2010 App 02 C - Individual Fixed and Variable Annuity – Application
2010 App 01 L - Individual Fixed and Variable Annuity – Application
2010 App 02 L - Individual Fixed and Variable Annuity – Application
2010 App 01 X - Individual Fixed and Variable Annuity – Application
2010 App 02 X - Individual Fixed and Variable Annuity – Application

EXHIBIT II

Product Distinctions

The following chart highlights the new AXA Equitable Variable Annuity product-specific features.

Variable Annuity	B-Share	Extra Credit	L-Share	C-Share
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EXHIBIT III

Request for Extension of Approval of Previously Approved

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<i>SERFF Tracking Number:</i>	<i>ELAS-126224911</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43082</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Accumulator Variable Annuity 1.0</i>		
<i>Project Name/Number:</i>	<i>2010DP /Accumulator Variable Annuity 1.0</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/30/2009	Supporting	Filing Letter Document	08/03/2009	AR - 07-30-09.pdf (Superceded)
07/30/2009	Supporting	Filing Letter Document	07/30/2009	AR - 07-30-09.pdf (Superceded)



Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

July 30, 2009

Ms. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed.

Dear Ms. Julie Benafield Bowman:

Filing Overview

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: a Contract with Data Pages, Riders, Endorsements and Application Forms.

These new forms will be used with certain previously approved forms to allow us to introduce a new series of variable annuity products. As with our previous variable annuity policy forms, this submission uses a “modular” approach wherein we use different sets of data pages with a single base contract to create four versions that differ by markets, issue ages, contribution minimums/maximums, charges and surrender charge schedules.

The four versions of this submission reflect what are commonly referred to as “B Share”, “C Share”, “L Share” and “Extra Credit” variable annuity policy forms.

Base Contract

All four share classes of the variable annuity will be issued under the base Contract 2010BASE-I-A which is enclosed for approval and certain previously approved Endorsements and Riders as shown in Exhibit III attached.

Data Page Structure

There will be one set of “base” Data Pages common to all products and one set of “share class specific” Data Pages unique to each variable annuity product. Base Data Pages 2010DP will be issued for each product in all markets, except the Inherited IRA and Non-Spousal BCO (“beneficiary continuation option”) Rollover to Traditional IRA markets as described in the next paragraph.

«Company»
«CoAddress1» «CoAddress2» «CoCityAddress» «CoStateAddress» «CoZipCode» «MailDropNo»
Tel: «PhoneEmp» Fax: «FaxEmp» «EmailEmp»

Owners in the Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA markets will be issued Data Page 2010DPBCO (Part A) along with base Data Pages 2010DP (Part B). Data Page 2010DPBCO contains Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA specific requirements. The Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA markets are available under all share classes, except Extra Credit.

The following table illustrates the base Data Pages and product-specific Data Pages that may be issued with the Contract for each product/share class. The product-specific Data Pages (Part C) will contain the withdrawal and separate account charges and any product specific features. The Contract, Data Pages, Endorsements and optional Riders make up the entire Contract issued.

Product Share Class	Base Data Pages (Parts A and B)	Product-Specific Data Page (Part C)	Withdrawal Charge Waiver Data Page (Part D)
B Share	2010DP 2010DPBCO (Part A)*	2010DPBShr	2010DPWVR
C Share		2010DPCShr	N/A
L Share		2010DPLShr	2010DPWVR
Extra Credit		2010DPExC	2010DPWVR

*Not issued with Extra Credit Contracts.

Differences in Charges, Contributions and Withdrawal Charges by Product, are shown in Exhibit II attached.

The variable annuity products that we are filing herein are a new and innovative offering from AXA Equitable. A client may elect from two sleeves of Investment Options to fund his/her annuity contract. One sleeve is termed the “Non-Guaranteed Benefit Investment Options” and the other is termed the “Guaranteed Benefit Investment Options.” A client seeking guarantees through the purchase of an optional benefit rider would fund his/her rider by allocating amounts to the Guaranteed Benefit Investment Options. Allocation of such amounts may be done by Contributions to or transfers into these Guaranteed Benefit Investment Options. A Benefit Base is created by allocating amounts to these Guaranteed Benefit Investment Options. It is the Benefit Base described in the various Riders which provides the guarantees under the Contract.

Endorsement Applicable to Investment Options

Endorsement 2010GOA-I provides the Owner the terms for allocating amounts under their Contract to the available Guaranteed Benefit Investment Options. There are different terms and conditions applicable to each category of Investment Option which are detailed in the endorsement.

In addition, we are filing the following new Riders for your approval.

Guaranteed Minimum Income Benefit Rider

Rider 2010GMIB-H-I provides for an optional Guaranteed Minimum Income Benefit (“GMIB”). Rider 2010GMIB-H-I provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. To create the GMIB Benefit Base which is the funding basis for the Rider’s benefits, the owner must make initial or subsequent contributions to the Guaranteed Benefit Investment Options or make a transfer from the Non-Guaranteed Benefit Investment Options to the Guaranteed Benefit Investment Options. Both lifetime income payments and annual withdrawal amounts are derived from the GMIB Benefit Base.

The GMIB Rider provides for a rollup rate which is determined by an index. The rate will be adjusted periodically based on the rate derived by the index. The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which the contract anniversary falls, plus 100 basis points, rounded to the nearest 10 basis points. A higher rollup rate may be declared at our discretion. The rollup rate may be changed each Contract Year, subject to a floor and a cap. The rollup rate will be determined and declared quarterly. Rider 2010GMIB-H provides an automatic reset of the Guaranteed Minimum Income Benefit benefit base.

Guaranteed Minimum Death Benefit Riders

Riders 2010ROP-I, 2010GMDBAR-I and 2010GMDBOPR-I provide for an optional Guaranteed Minimum Death Benefit (“GMDB”). Rider 2010GMDBOPR-I provides an automatic reset of the Guaranteed Minimum Death Benefit and is available only in combination with Rider 2010GMIB-H-I. If GMIB is voluntarily terminated, this rider will be automatically terminated at the same time. Riders 2010ROP-I and 2010GMDBAR-I may be elected on a stand-alone basis; Rider 2010GMDBAR-I provides an annual reset of the benefit base if the Annuity Account Value is greater than the current GMDB and Rider 2010ROP-I provides a return of principal. These riders are funded by allocating amounts to the Guaranteed Benefit Investment Options.

Market Segment Endorsement

Also enclosed for your approval are the following market segment endorsements. The market segment endorsements have been drafted in consultation with our tax and insurance counsel.

Endorsement No.	Applicable to Market Segment
2010NQ-ACC-I	Non-Qualified Contracts
2010IRA-I	Traditional IRA Contracts
2010ROTH-I	Roth IRA Contracts
2010QP-DB-I	Defined Benefit Qualified Plans
2010QP-DC-I	Defined Contribution Qualified Plans

Additionally, we are filing the following endorsements which are enclosed for your approval:
 2010MMDCA-I and 2010SDCA-I: These endorsements describe the special dollar cost averaging feature applicable to the money market fund and guaranteed interest option respectively.
 2010TRBNS-I which provides “Credits” under our Extra Credit Contract.

We are also enclosing for your approval application forms. The forms are new and will be used with the referenced forms. Each product and each distribution channel has an application form as described below.

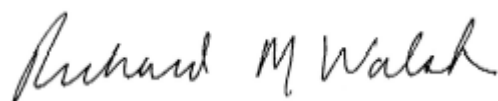
	Application form for Agent Channel	Application form for Outside Broker Channel
B-Share	2010 App 01 B	2010 App 02 B
C-Share	2010 App 01 C	2010 App 02 C
L-Share	2010 App 01 L	2010 App 02 L
Extra Credit	2010 App 01 X	2010 App 02 X

In addition, we have enclosed the Actuarial Basis Memorandum and the Description of Illustrative and Variable Text.

The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state’s Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,



Richard Walsh
 Assistant Vice President

EXHIBIT I

Policy Form Listing

The following forms are filed for your approval:

2010BASE-I-A - Individual Fixed and Variable Annuity – Contract
2010DP - Individual Fixed and Variable Annuity – Insert Page for Contract
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EXHIBIT II

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The following chart highlights the new AXA Equitable Variable Annuity product-specific features.

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Daily Separate Account Charges*	1.30	1.55	1.65%	1.70
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«Company»
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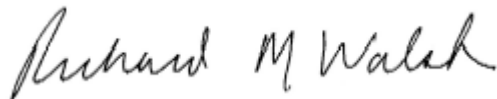
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